This Instrument Was Prepared By:
Jack F, King, Jr., Esq.
Miller & Martin PLLC
1200 One Nashville Place
150 4th Avenue North
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 08/17/04 09:21 6pgs
Fees:33.00 Taxes:5498.20
20040817-0099143

Address New Owner(s):
Hermitage Highlands, LLC
194 Spence Lane
Nashville, TN 37210

Send Tax Bills to:
New Owner

Map and Parcel No.:
086-00-0-092.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, LEHMAN HOUSING LENDING CORP., (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to HERMITAGE HIGHLANDS, LLC, a Tennessee limited liability company, (the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee (the "Real Property"), to-wit:

A tract or parcel of land located in Nashville, Davidson County, Tennessee and being more particularly described on Exhibit A attached hereto.

The property address is believed to be: Hickory Ridge Apartments, Andrew Jackson Way, Hermitage, Tennessee 37076.

Grantor also does hereby transfer and convey to Grantee all personal property (the "Personal Property") owned by Grantor and located on the Real Property (the Personal Property and the Real Property are hereinafter referred to collectively as the "Premises").

IT IS UNDERSTOOD AND AGREED that the Premises shall be conveyed in its "as is, where is" condition, and Grantor makes no representations or warranties as to the physical condition of the Premises.

TO HAVE AND TO HOLD said Premises, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said Real Property in fee simple and has a good right to convey it subject to those matters set forth on Exhibit B attached hereto. Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to said Premises against the lawful claims of all persons claiming by, through or under it but no further or otherwise.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Signature on Following Page]

IN WITNESS WHEREOF, Grantor has executed this instrument on this 13th day of August, 2004.

LEHMAN HOUSING LENDING CORP.

By: _____
Gary Killian
Its: Senior Vice President

STATE OF NEW YORK)
COUNTY OF New York)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared GARY KILLIAN with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged (him/her)self to be GARY KILLIAN, of LEHMAN HOUSING LENDING CORP., the within named bargainor, a corporation, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President.

Witness my hand and seal, at office in New York, New York, this 13 day of August 2004.

_____
Notary Public
My Commission Expires: April 30 2006

Marsha Grier
Notary Public, State of New York
No. 01GR6000642
Qualified in New York County
Commission Expires April 30, 2006



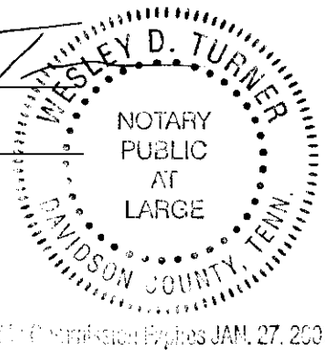
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,486,000.00.

Affiant

Subscribed and sworn to before me
this 16 day of August 2004.

Notary Public
My Commission Expires:



My Commission Expires JAN. 27, 2007

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land, being shown on the plan of the Resubdivision of Hermitage Creste of record in Plat Book 7900, page 959, Register's Office for Davidson County, Tennessee and being more particularly described according to a survey by Ragen-Smith Associates, Inc., Project No. 90-127/3556 as follows:

Beginning at an existing iron pin in the easterly margin of Andrew Jackson Way (a 60' public Right of Way), said pin being North 84° 38' 11" West 5.00 feet from an existing iron pin at the southeast corner of Bret Ridge Subdivision, recorded in Plat Book 6900, page 121, Register's Office for Davidson County, Tennessee; thence, with a 5.00 foot offset in said right of way and the southerly property line of Bret Ridge, South 84° 38' 11" East, passing an existing iron pin at 5.00 feet, a total distance of 736.28 feet to an existing concrete monument in the westerly line of Phase 1, Section 2, Jackson's Retreat, recorded in Plat Book 5200, page 334, said Register's Office; thence, with said westerly line, South 05° 04' 21" West, 63.75 feet to a set iron pin at the northwesterly corner of Phase II – Jackson's Retreat, recorded in Plat Book 5200, page 673, said Register's Office; thence, with the westerly line of Phase II- Jackson's Retreat, South 04° 20' 36" East 308.81 feet to an existing concrete monument; thence, South 65° 30' 00" East, 399.91 feet to an existing concrete monument; thence, continuing with the westerly line of Phase II – Jackson's Retreat and Phase V-B, Jackson's Retreat, recorded in Plat Book 6250, page 851, said Register's Office; South 22° 45' 14" East 335.58 feet to an existing concrete monument; thence, with the westerly line of Phase V-B, Jackson's Retreat, South 19° 16' 23" West, passing an existing concrete monument in the northerly margin of Market Square (50 foot right of way) at 154.95 feet, a total distance of 179.95 feet to an existing PK nail; thence, with the centerline of Market Square, North 70° 44' 40" West 49.97 feet to an existing PK nail; thence, leaving the centerline and with the westerly line of Phase V-B, Jackson's Retreat, South 19° 13' 40" West, passing a set iron witness pin at 100.00 feet, a total distance of 147.82 feet to a point in the centerline of Dry Fork Creek; thence, with the centerline of Dry Fork Creek South 84° 46' 40" West, 128.09 feet to a point; thence, continuing with said centerline North 43° 10' 20" West 163.20 feet to a point; thence, North 59° 25' 20" West, 329.30 feet to a point; thence, North 84° 53' 20" West 114.70 feet to a point; thence, South 57° 31' 40" West, 59.30 feet to a point; thence, North 74° 44 ' 20" West, 66.80 feet to a point; thence, South 82° 25' 40" West, 237.58 feet to a point in the easterly margin of Andrew Jackson Way; thence, with the easterly margin of Andrew Jackson Way, along a 2902.32 foot radius curve to the right a distance of 978.99 feet a chord bearing and distance of North 06° 01' 36" West 974.36 feet to the Point of Beginning and containing 21.420 acres, more or less.

Being the same property conveyed to Lehman Housing Lending Corp. by Substitute Trustee's Quitclaim Deed from Jack F. King, Jr. of record in Instrument No. 20040416-0043329, Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. County taxes for the year 2004 and thereafter for tax parcel number 086-00-0-092.00, not yet due and payable.

2. Easement and Right of Entry Agreement of record in Book 10046, page 753 in the Register's Office, Davidson County, Tennessee.

3. Easement(s) of record in Book 8516, page 754 in the Register's Office, Davidson County, Tennessee.

4. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Dry Fork Creek.

5. Easement for the flow of the waters of Dry Fork Creek, and the rights of the public therein.

6. Rights of upper and lower riparian owners to the flow of the waters of the Dry Fork Creek, free from diminution or pollution.