This Instrument Prepared By:
WYATT, TARRANT & COMBS, LLP (BAS)
2525 West End Avenue, Suite 1500
Nashville, Tennessee 37203

Return to Box 51B

Davidson County DEEDWARR
Recvd: 11/11/04 10:34 6pgs
Fees:33.00 Taxes:10878.00
20041111-0135792

SPECIAL WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Map & Parcel Nos.:**
Holly Hills Realty Co., LLC **c/o Green Realty Development Co., LLC** **81 Pondfield Road, Suite 334** **Bronxville, NY 10708**	**Same**	**147-4-169.00**

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **HOLLY HILLS APARTMENTS PARTNERSHIP**, a Tennessee general partnership and successor in interest to Holly Hills Joint Venture; **NORMAN W. GINSBERG,** individually, and **J. KENNETH JACOBS**, individually (all of the above being referred to hereinafter collectively as "Grantors"), have bargained and sold and do hereby transfer and convey unto **HOLLY HILLS REALTY CO., LLC** (referred to hereinafter as "Grantee"), a Delaware limited liability company, its successors and assigns, certain land located in Davidson County, Tennessee, as further described in **Exhibit A**, attached and incorporated by reference (the "Property"). This is improved property known as 4700 Humber Drive, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD the Property, together with all the appurtenances and hereditaments thereunto belonging or in any way appertaining to the Grantee, its successors and assigns forever.

AND Grantors do hereby covenant with Grantee that they are lawfully seized and possessed of the Property in fee simple, they have a good right to sell and convey the same, and that the same is unencumbered, except for (1) real estate taxes for 2004 (which are being

prorated at closing and paid by Grantee) and future years, liens but not yet due and payable; (2) all matters shown on the Plan of record in Book 4175, page 29, and Book 3700, page 73, Register's Office for Davidson County, Tennessee; (3) Lease between Holly Hills Apartments, Lessor, and Middle Tennessee Laundry Services, Inc., Lessee, recorded in Book 9401, page 316, said Register's Office; (4) Lease between Holly Hills Apartments, Lessor, and Laundries, Inc., Lessee, recorded in Book 11518, page 440, said Register's Office; (5) Lease between Holly Hills Partnership, a Tennessee general partnership, Lessor, and Yarbrough & Associates, Inc., a Tennessee corporation, Lessee, a memorandum of which is recorded in Instrument No. 20020708-20081738, said Register's Office; (6) such easements, restrictions, and other matters as appear of record; (7) all existing written leases pertaining to the Property, whether or not of record; and (8) all matters shown on the survey made by James G. Terry, RLS No. 2287, H & H Land Surveying, Inc., dated October 28, 2004, under Job No. 96-058.

AND Grantors do further covenant and bind themselves, their successors, heirs and assigns, to warrant and forever defend the title to the Property against the lawful claims and demands of persons claiming by, through, or under Grantors, but not otherwise or further.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed on this 3RD day of November, 2004.

HOLLY HILLS APARTMENTS PARTNERSHIP
(Grantor)

By: _____
Norman W. Ginsberg, Authorized Partner

_____
Norman W. Ginsberg, individually

_____
J. Kenneth Jacobs, individually

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration for this transfer is $2,940,000.00.

HOLLY HILLS REALTY CO., LLC
(Affiant)

By: _____
Print Name: William L. Robertson
Title: Agent

Subscribed and sworn to before me, this 5th **day of November, 2004.**

_____
NOTARY PUBLIC

My Commission Expires:

9-22-07

DOROTHY S. POTTS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **NORMAN W. GINSBERG** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an authorized partner of **HOLLY HILLS APARTMENTS PARTNERSHIP**, a Tennessee general partnership, and that he as such authorized partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of Holly Hills Apartments Partnership by himself as such authorized partner.

Witness my hand and seal, at office in Nashville, Tennessee, this 3RD day of November, 2004.

Susanne C. Pugh
Notary Public

SUSANNE C. PUGH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My commission expires:

July 29, 2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Susanne C. Pugh, a Notary Public of the state and county aforesaid, the within named **NORMAN W. GINSBERG** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 3RD day of November, 2004.

Susanne C. Pugh
Notary Public

SUSANNE C. PUGH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission expires:

July 29, 2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Susanne C. Pugh, a Notary Public of the state and county aforesaid, the within named **J. KENNETH JACOBS** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 3RD day of November, 2004.

Susanne C. Pugh
Notary Public

My Commission expires:

July 29, 2006

SUSANNE C. PUGH
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

EXHIBIT A
(Legal Description)

LAND in Davidson County, Tennessee, being Lot No. 2, on the Plan of E.F. Hagewood, Sr. Home Tract, of record in Plat Book 4175, page 29, in the Register's Office of Davidson County, Tennessee, and being more particularly described according to a survey prepared by James G. Terry, RLS No. 2287, H & H Land Surveying, Inc., dated October 28, 2004, under Job No. 96-058, as follows:

Beginning at a point where the West boundary of Hillbrook Subdivision, Section 5, intersects the South right-of-way margin of Harding Place; thence with the said West boundary of Hillbrook Subdivision, Section 5, S31°53'40"E, 243.23 feet to an iron pin; thence S63°20'00"E, 124.00 feet to an iron pin; thence S3°03'20"W, 112.56 feet to a concrete monument; thence S31°54'40"E, 39.65 feet to an iron pin; thence S33°17'00"E, 31.72 feet to an iron pin, said iron pin being where the South right-of-way margin of Richbriar Road intersects the heretofore said West boundary of Hillbrook Subdivision, Section 5; thence continuing with said West boundary S32°25'18"E, 168.77 feet to an iron pin; thence N89°13'42"W, 77.13 feet to a concrete monument; thence S4°52'14"W, 164.89 feet to a concrete monument, said monument being in the North margin of Wallace Road; thence with said North margin of Wallace Road N88°00'00"W, 470.28 feet to the beginning of a curve to the right, said curve having a radius of 25.00 feet; thence with said curve for a distance of 39.27 feet to the point of tangency, said point being in the East margin of Humber Drive N2°00'00"E, 93.00 feet to the beginning of a curve to the left, said curve having a radius of 275.00 feet; thence with a curve for a distance of 251.02 feet to the beginning of a curve to the right, said curve having a radius of 235.02 feet; thence with said curve for a distance of 102.56 feet to a point; thence N24°10'00"W, 95.70 feet to the beginning of a curve to the right having a radius of 25.00 feet; thence with said curve for a distance of 39.27 feet to a point in the South right-of-way margin of Harding Place; thence with said South margin N65°50'00"E, 446.26 feet to the point of beginning and containing an area of 351,055 square feet or 8.059 acres.

Being the same property conveyed to Holly Hills Joint Venture by Special Warranty Deed from Willis J. Reynolds, Trustee of record in Book 7942, Page 275, Register's Office for Davidson County, Tennessee; the said Holly Hills Joint Venture having converted to a limited liability company named Holly Hills Apartments LLC by Articles of Conversion of record in Book 9873, Page 936, said Register's Office; and the said Holly Hills Apartments LLC having merged into Holly Hills Apartments Partnership by Certificate of Merger of record as Instrument No. 19991229-0308242, said Register's Office. Furthermore, this is the same property from which an undivided 20% interest was conveyed to Norman W. Ginsberg and another undivided 20% interest was conveyed to J. Kenneth Jacobs by Quitclaim Deed of record at Instrument No. 20041111 - 0135791, Register's Office for Davidson County, Tennessee.