Davidson County DEEDWARR
Recvd: 02/01/05 15:01 4 pgs
Fees:23.00 Taxes:14060.00

20050201-0011826

SPECIAL WARRANTY DEED

FROM: Creekwood II Associates, Ltd., a Georgia limited partnership, Grantor

TO: Creekwood II, LLC, a Tennessee limited liability company, Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Stites & Harbison, PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Address New Owner:	Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes:	Map-Parcel Numbers:
Creekwood II, LLC c/o Raskin Holdings, LLC 103 Continental Place Suite 110 Brentwood, TN 37027	Same as New Owner	142-0-253 142-9-254

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is Three Million Eight Hundred Thousand and No/100 Dollars ($3,800,000.00).

Joan K Rash
Affiant

SUBSCRIBED AND SWORN TO before me, this the 31st day of January, 2005.

Jeri C. Moore
Notary Public

My Commission Expires: 7-25-2005

JERI MOORE NOTARY PUBLIC AT LARGE WILLIAMSON TENN

FOR AND IN CONSIDERATION OF the sum of Three Million Eight Hundred Thousand and No/100 Dollars ($3,800,000.00) , the receipt and sufficiency of which are hereby acknowledged, Creekwood II Associates, Ltd., a Georgia limited partnership ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Creekwood II, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, certain tracts or parcels of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is improved property known as Creekwood II Apartments located at 7441 Highway 70 South in Nashville, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee and its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B.

Witness my hand this 1 day of February, 2005.

SELLER:

Creekwood II Associates, Ltd.,
a Georgia limited partnership

By: First Equities Associates-BH,
a Georgia General Partnership
Its: General Partner

By: First Concord, L.P.,
a Georgia limited partnership,
Its: Managing General Partner

By: First Concord Equities, Inc.
a Georgia corporation
Its: General Partner

By: _____
Its: Pres.

STATE OF Georgia)
COUNTY OF Cobb)

Before me, Lisa Ragland, a Notary Public of said County and State, personally appeared Allen J. Brock, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of First Concord Equities, Inc., a Georgia corporation, which is the General Partner of First Concord, L.P., a Georgia limited partnership, which is the Managing General Partner of First Equities Associates-BH, a Georgia general partnership, which is the General Partner of Creekwood II Associates, Ltd., the within named bargainor, a Georgia limited partnership, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of First Concord Equities, Inc., in its capacity as General Partner of First Concord, L.P., and on its behalf, in its capacity as Managing General Partner of First Equities Associates-BH, and on its behalf, in its capacity as General Partner of Creekwood II Associates, Ltd., and on its behalf, by himself as President of First Concord Equities, Inc.

Witness my hand and seal, at Office in Atlanta, Ga, this 25 day of January, 2005.

Notary Public

My Commission Expires: 4/29/06

LISA T. M... NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 29 2006

EXHIBIT A

Property Description

Tract 1

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, being Lot 2-A as shown on the Plan Entitled "Resubdivision of Lot No. 1 on the Plan of the Resubdivision of Part of Parcel (154), Creekwood" as of record in Plat Book 5200, page 434, Register's Office for Davidson County, Tennessee, to which reference is here made for a more complete legal description.

Tract 2

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, being Lot 2-B as shown on the Plan entitled "Resubdivision of Lot No. 1 on the Plan of the Resubdivision of Part of Parcel (154), Creekwood" as of record in Plat Book 5200, page 434, Register's Office for Davidson County, Tennessee, to which reference is here made for a more complete legal description.

Tracts 1 and 2 being the same property conveyed to Creekwood II Associates, Ltd., a Georgia limited partnership, by deed of record in Book 6412, page 14, Register's Office for Davidson County, Tennessee.

Tract 3

70' x 120' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, being a 70 foot by 120 foot Ingress & Egress Easement as recorded in Book 5930, page 964, Register's Office for Davidson County, Tennessee and also shown on the plan entitled "Resubdivision of Lot No. 1 on the Plan of the Resubdivision of part of Parcel (154) Creekwood" as of record in Plat Book 5200, page 434, R.O.D.C., Tennessee and being more particularly described as follows:

Commencing at an existing concrete monument at the intersection of the southerly right-of-way line of the Memphis-Bristol Highway, U.S. 70 South, (a 92 foot road) and the easterly right-of-way line of Bellevue Road (a 60 foot road); Thence, with said southerly right-of-way line, S72°40'00"E, 784.48 feet to an existing iron pin being the northwest corner of Lot 2-B and the point of beginning of the herein described easement; thence,

1. Leaving said southerly right-of-way and the west line of Lot 2-B, S17°18'44"W, 120.00 feet to a point; thence,

2. With the southerly line of the herein described easement N72°40'00"W, 70.04 feet to a point; thence,

3. With the east line of Lot 2-A of the aforementioned plan, N17°19'51"E, 120.00 feet to a drilled hole in a concrete sidewalk; thence,

4. With the southerly right-of-way line of the Memphis-Bristol Highway S72°40'00"E, 70.00 feet to the point of beginning ad containing 8,403 square feet or 0.19 acres, more or less as calculated by the above courses and distances which were determined within the precision requirements of a Category "I", ALTA/ACSM Land Title Survey dated February 16, 1995 and prepared by Ragan-Smith Associates, Inc., 315 Woodland Street, Nashville, TN 37206.

Tract 4

Twenty (20) foot wide sewer easement shown on the Plan of Resubdivision of Lot 1 on the Plan of the Resubdivision of part of Parcel (154) Creekwood of record in Book 5200, page 434, said Register's Office for the use of Tracts 1 and 2 above and also granted in Ingress and Egress and Public Utilities Easements of record in Book 5930, page 964, said Register's Office.

Being same property conveyed to Creekwood II Associates, LTD, a Georgia limited partnership by deed of record Book 6412, page 414, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Encumbrances

1. The lien for 2005 Davidson County taxes not yet due and payable.

2. Matters shown on the Plat of record in Book 5200, page 434, said Register's Office, and the plat of a survey by Tony Reasons, II, Tenn. RLS #1665, Nashville, Tenn., dated December 15, 2004, last revised January 17, 2005, including a 20 foot Public Utilities Easement along the southerly line of Lots 2-A and 2-B, and 25 foot Public Utilities and Drainage Easement along the westerly line of Lot 2-A; a tennis court fence on Lot 2 which encroaches into 20 foot Utility and Drainage Easement; a 90 foot minimum building setback from Highway 70; a 30 foot setback from Bellevue Road; a 20 foot setback along rear line; and a 30 foot setback along common line with Bellevue Church of Christ.

3. Memorandum of Lease of record in Book 10983, page 803, said Register's Office.

4. Memorandum of Lease of record as Instrument No. 20030812-0114732, said Register's Office.

5. Ingress & Egress and Public Utility Easements of record in Book 5930, page 964, said Register's Office.

6. Rights of apartment tenants, as tenants only, who have rights under leases described in the Assignment and Assumption Agreement executed by Grantor and Grantee in connection with this conveyance.