Davidson County DEEDWARR
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20051116-0138704

GENERAL WARRANTY DEED

FROM: HERMITAGE MANOR APARTMENTS, L.P.
Grantor

TO: TULIP GROVE APARTMENTS, L.P.
Grantee

This instrument was prepared by:
Hannah K. V. Cassidy, Esq.
Stites & Harbison PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Address New Owner(s) as follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Hermitage Manor Apartments, L.P. c/o Woodbine Community Organization (WCO), Inc. 222 Oriel Avenue Nashville, TN 37210	Same	Map 086 and part of Parcel 167

STATE OF TN)
COUNTY OF Knox)

The actual consideration or value, whichever is greater, for this transfer is FIVE HUNDRED EIGHTY-EIGHT and No/100 Dollars ($588,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 14th day of November, 2005.

Notary Public

My Commission Expires: 2-4-

CHRIS DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF KNOX

FOR AND IN CONSIDERATION OF the sum of Five Hundred Eighty-Eight and No/100 Dollars ($588,000.00), the receipt and sufficiency of which are hereby acknowledged, TULIP GROVE APARTMENTS, L.P., a Tennessee corporation ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto HERMITAGE MANOR APARTMENTS, L.P., a Tennessee limited partnership ("Grantee"), its successors and assigns, a certain tract or parcel 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 unimproved property known located on Tulip Grove Drive and being Map 086 part of Parcel 167 and being more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

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 Grantees, its successors and assigns forever.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, Grantor has a good right to convey the Property, and the Property is unencumbered and unrestricted except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Grantor does further covenant and bind Grantor, its successors and assigns, to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Witness my hand this 14 day of November, 2005.

TULIP GROVE APARTMENTS, L.P., a Tennessee limited partnership

By: FLORAL APARTMENTS, INC., a Tennessee corporation, General Partner

By: Paul Murphy

Title: President

STATE OF TENNESSEE)
)
COUNTY OF Knox)

Before me, Christopher A. Davis, a Notary Public of said County and State, personally appeared Paul Murphy, 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 of FLORAL APARTMENTS, INC., a corporation, which is the sole general partner of TULIP GROVE APARTMENTS, L.P., a limited partnership, the within named bargainor, and that he as such President of the corporation, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation in its capacity as General Partner of the within named bargainor, and on its behalf, by Paul Murphy President of the corporation.

Witness my hand and seal, at Office in Knoxville, this 14th day of Nov, 2005.

Notary Public

My Commission Expires: 2-4-07



EXHIBIT A

(Hermitage Manor)

PROPERTY DESCRIPTION

Being a tract of land situated in the Second Civil District in Davidson County, Tennessee, said tract being more fully described as follows:

BEGINNING at the centerline intersection of Tulip Grove Road and a stub road as shown on plat entitled, Hermitage Woods - Section Three, as recorded in Plat Book # 5050, Page 109, thence South 16 degrees 44 minutes 28 seconds West, 201.6 feet more or less to an iron pin old in the west right of way of said Tulip Grove Road, said pin also being the southeast corner of Lot # 70, as shown on Hermitage Woods - Section Three plat, said iron pin also being the northeast corner of the Gleaves Family Partnership, L.P. property, as recorded in Book 11220, Page 40875;

THENCE leaving said Tulip Grove Road, North 81 degrees 18 minutes 43 seconds West, 149.80 feet to a concrete monument old, said monument being the southwest corner of said Lot # 70, said monument also being the **TRUE POINT OF BEGINNING FOR THIS DESCRIPTION**, said monument also being the southeast corner of herein tract described;

THENCE leaving said Lot # 70 and with the north line of said Gleaves Family Partnership property, **North 49 degrees 55 minutes 38 seconds West for a distance of 292.94 feet** to an iron pin old;

THENCE continuing with said north line of Gleaves Family Partnership, **North 58 degrees 59 minutes 25 seconds West for a distance of 310.54 feet** to an iron pin new;

THENCE continuing with said north line of Gleaves Family Partnership, **North 66 degrees 20 minutes 31 seconds West for a distance of 277.60 feet** to an iron pin old;

THENCE continuing with said north line of Gleaves Family Partnership, **North 62 degrees 16 minutes 04 seconds West for a distance of 263.98 feet** to an iron pin new,

THENCE leaving said north line of Gleaves Family Partnership on a new severance line, **North 27 degrees 43 minutes 33 seconds East for a distance of 390.16 feet** to an iron pin new;

THENCE along another new severance line, **North 05 degrees 13 minutes 29 seconds East 104.62 ft** to an iron pin new in the southern boundary line of Lot 19 Hermitage Woods Section Three as recorded in PB.5050, Page 109 RODCT,

THENCE leaving said Lot # 19 and with said South line of said Hermitage Woods - Section Three, **South 57 degrees 18 minutes 18 seconds East for a distance of 1046.95 feet** to an iron pin old, said pin also being the southeast corner of Lot # 4, said pin also being the southwest corner of Lot # 2, said pin also being South 39 degrees 44 minutes 31 seconds West, 51.93 feet from an iron pin old;

THENCE leaving said Lot # 4 and with the south line of said Lot # 2, **South 48 degrees 07 minutes 33 seconds East for a distance of 46.07 feet** to an iron pin set, said pin being the southeast corner of said Lot # 2, said pin also being the northeast corner of said herein tract described;

THENCE leaving said Lot # 2, **South 10 degrees 30 minutes 44 seconds West for a distance of 11.05 feet** to an iron pin old, said pin also being the northwest corner of Lot # 1;

THENCE with the west line of said Lot # 1, **South 45 degrees 36 minutes 37 seconds West for a distance of 95.56 feet** to an iron pin new;

THENCE continuing with said West line of Lot # 1, **South 09 degrees 29 minutes 26 seconds West for a distance of 50.00 feet** to an iron pin new, said pin being the southwest corner of said Lot # 1;

THENCE with south line of said Lot # 1, **South 80 degrees 30 minutes 34 seconds East for a distance of 56.53 feet** to an iron pin new, said pin being the northwest corner of Lot # 68, of said Hermitage Woods - Section Three;

THENCE leaving said Lot # 1 and with the west line of said Lot # 68, **South 09 degrees 29 minutes 26 seconds West for a distance of 90.90 feet** to an iron pin new, said pin being the southwest corner of said Lot # 68, said pin also being in the north right of way of a stub road as shown on plat of Hermitage Woods - Section Three;

THENCE leaving said Lot # 68, **South 09 degrees 29 minutes 26 seconds West for a distance of 40.00 feet** to an iron pin new, said pin being in the south right of way of said stub road, said pin also being the northwest corner of Lot # 69;

THENCE leaving said stub road and with the west line of said Lot # 69, **South 09 degrees 29 minutes 26 seconds West for a distance of 91.00 feet** to an iron pin new, said pin being the southwest corner of said Lot # 69, said pin also being the northwest corner of Lot # 70;

THENCE leaving said Lot # 69 and with the west line of said Lot # 70, **South 40 degrees 23 minutes 08 seconds West for a distance of 106.15 feet** to the point of beginning.

Said property contains **482,011.6 sq ft or 11.065 acres** more or less.

Being a portion of the same property conveyed to Tulip Grove Apartments LP by deed of record as instrument number 20041221-0151721 Register Office for Davidson County, Tennessee.

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EXHIBIT B

Encumbrances

1. General and special taxes for the year 2005 are liens which are not yet due and payable.

2. Covenants, conditions, and restrictions in a Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20040723-0088103, Register's Office for Davidson County, Tennessee, as amended by Amended and Restated Declaration of Restrictive Covenants of record in Instrument No. 20040818-0099906, said Register's Office for Davidson County, Tennessee.