Davidson County DEEDWARR
Recvd: 04/03/08 15:08 4 pg:
Fees:23.00 Taxes:8725.99
20080403-0033969

This Instrument Prepared By and Return To:

Susan E. Krohne, Esquire
Pedcor Investments, A Limited Liability Company
P. O. Box 574
Carmel, IN 46082-0574

Name and address of New Owners:

Fidelity Federal Bancorp
Attn: Donald R. Neel
18 N.W. Fourth Street
Evansville, IN 47708

Pedcor Residential, LLC
770 3rd Avenue S.W.
Carmel, IN 46032

Village Housing Corporation
770 3rd Avenue S.W.
Carmel, IN 46032

Property Address:
100 Robert Cartwright Drive
Goodlettsville, TN. 37072
Improved Land
Tax Parcel No.:
#33/21; 33/40; 33/41; 33/42

Send Tax Bills to:

Pedcor Investments-2006-XCIV, L.P.
P. O. Box 574
Carmel, IN 46082-0574

SPECIAL WARRANTY DEED

325326

THIS INDENTURE made and entered into this 31st day of March, 2008, by and between ***Pedcor Investments-2006-XCIV, L.P.***, *an Indiana limited partnership*, party of the first part, and ***Fidelity Federal Bancorp***, *an Indiana corporation*, Pedcor Residential, LLC, an Indiana limited liability company and Village Housing Corporation, *an Indiana corporation*, as tenants in common, together, parties of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and hereby transfers and conveys unto the said party of the second part the following described real estate situated and being in Davidson County, Tennessee:

That certain real property described on Exhibit "A" attached hereto and incorporated herein by reference as if set forth verbatim.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances **(with respect to easements only)** and hereditaments thereto belonging or in any way appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever; **provided, however, the party of the first part hereby reserves and retains any and all rights to any betterments and/or improvements thereon or**

thereto, which betterments and/or improvements shall remain the sole and exclusive property of the party of the first part.

And the said party of the first part does hereby covenant with the said party of the second part that the title and quiet possession thereto it warrants only against the lawful claims of all persons claiming by, through or under it, but not further or otherwise.

This conveyance and the Property is subject to the lien of all current, non-delinquent real estate taxes and assessments and all covenants, conditions, easements and other restrictions of record.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of said party of the first part the day and year first above written.

PEDCOR INVESTMENTS-2006-XCIV, L.P.

By: Goodlettsville Housing Company, LLC
Its General Partner

By: Pedcor Investments, A Limited Liability Company, Its Manager

By:_____
Bruce A. Cordingley
President

OFFICIAL SEAL
Sarah M. Roulston
NOTARY PUBLIC
Marion County, In
My Commission Expires 7.12.2009

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public of the state and county aforesaid, personally appeared Bruce A. Cordingley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Pedcor Investments, A Limited Liability Company, the manager of Goodlettsville Housing Company, LLC, the general partner of Pedcor Investments-2006-XCIV, L.P., the within named bargainor, and that he in such capacity, executed the forgoing instrument for the purpose therein contained, by signing his name by himself as Executive Vice President for and on behalf of said partnership.

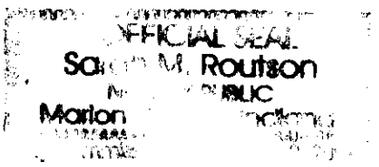
WITNESS my hand and seal this 31st day of March, 2008.

_____
Notary Public

My Commission Expires:

7/12/09

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $2,358,377.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.



Affiant

Subscribed and sworn to before me this 31st day of March, 2008.

Notary Public

My Commission Expires:

7/12/09

Exhibit A

Dry Creek Apartments Phase I, as shown by the plat thereof, dated August 14, 2007, and recorded September 18, 2007 at Instrument No. 20070918-0111821.

Together with cross easements for roadway access, recreation facilities, sewer and utilities as contained in the Cross Easement Agreement between Pedcor Investments-2006-XCIV, L.P. and Pedcor Investments, A Limited Liability Company, dated June 6, 2007, recorded June 7, 2007 at Instrument No. 20070607-0068500.

Being the same property conveyed to Pedcor Investments-2006-XCIV, L.P. by Warranty Deed recorded as Instrument No. 20070607-0068496.