Davidson County DEEDTRS
Recvd: 07/07/08 12:00 9 pg
Fees:48.00 Taxes:33300.00

20080707-0069676

FROM: Marc T. McNamee
TRUSTEE

TO: **TRB Highland Ridge LLC**
NEW OWNER

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel Nos.
TRB Highland Ridge LLC 60 Cutter Mill Road, Suite 303 Great Neck, NY 11021	Same	51-5-2.00

This instrument prepared by:
Neal & Harwell, PLC, 150 Fourth Avenue, North, Suite 2000, Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is

$9,000,000.00.

Marc T. McNamee, TRUSTEE
AFFIANT

Subscribed and sworn to before me, this the 7th day of July, 2008.

Lisa K. Brian
NOTARY PUBLIC

LISA K. BRIAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires: 5/22/2009

TRUSTEE'S DEED

WHEREAS, by Deed of Trust, Security Agreement and Financing Statement dated as of the 30th day of March, 2007, of record as Instrument 20070403-0039831, Register's Office for Davidson County, Tennessee, hereinafter referred to as "Deed of Trust," Highland Ridge Realty Co., LLC, a Delaware limited liability company, conveyed to Marc T. McNamee, Trustee, the hereinafter described real estate, hereinafter referred to as "Property," to secure an indebtedness

evidenced by a note of even date therewith, which note is fully described in the Deed of Trust, hereinafter referred to as the "Note"; and

WHEREAS, default having occurred in the payment of the Note, and in accordance with the terms of the Note and Deed of Trust, the holder thereof declared the entire indebtedness due and owing; and

WHEREAS, BRT Realty Trust, a Massachusetts business trust, the owner and holder of the indebtedness conveyed its interest in the indebtedness to **TRB Highland Ridge LLC**, a Tennessee limited liability company, and which directed Marc T. McNamee, Trustee, to sell the Property, and in accordance with the terms thereof, and pursuant to said direction, Marc T. McNamee, Trustee, did advertise the Property for sale as provided in the Deed of Trust and Note, and the Property was advertised to be sold at 10:10 a.m., on July 7, 2008, at the door of the Davidson County Register of Deeds, Sommet Center, 501 Broadway, Nashville, Davidson County, Tennessee, at public outcry, to the highest and best bidder for cash, free from the equity of redemption, homestead and dower, and all other exemptions of every kind, all of which are expressly waived in the Deed of Trust, and advertisement of sale was duly published in *Davidson A.M. insert of the Tennessean*, a newspaper of general circulation in Davidson County, Tennessee, on June 13, 20 and 27, 2008; and

WHEREAS, at the time and place of said sale, and upon the Property being offered under the terms hereinabove set forth, **TRB Highland Ridge LLC** was the highest and best bidder, the Trustee thereby concluding the sale as of 10:20 a.m., by announcing that the Property had sold;

NOW, THEREFORE, the undersigned, Marc T. McNamee, Trustee, pursuant to the credit bid of **TRB Highland Ridge LLC**, acknowledges the credit in the amount of Nine Million and No/100 Dollars ($9,000,000.00), against the indebtedness evidenced by the Note, which was the highest bid, and for and in consideration of said bid, has bargained and sold, and by these presents does hereby transfer and convey unto **TRB Highland Ridge LLC**, its successors and assigns, the following described real estate in Davidson County, Tennessee:

BEING A PARCEL OF LAND IN THE SECOND CIVIL DISTRICT, FOURTH COUNCILMANIC DISTRICT, DAVIDSON COUNTY, TENNESSEE, LOCATED IN THE NORTHWESTERLY QUADRANT OF THE INTERSECTION OF DUE WEST AVENUE AND OLD DUE WEST AVENUE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT AN IRON PIN IN THE WESTERLY RIGHT-OF-WAY LINE OF DUE WEST AVENUE, SAID IRON PIN BEING THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO CHARLES A. & BARBARA H. GILBERT BY DEED OF RECORD IN BOOK 9750, PAGE 298, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SOLD IRON PIN ALSO BEING NORTHERLY 610.00 FEET, MORE OR LESS, FROM THE CENTER OF OLD DUE WEST AVENUE;

THENCE, WITH SAID RIGHT-OF-WAY THE FOLLOWING CALLS: S 22° 27' 02" E, 152.50 FEET TO AN IRON PIN, WITH A CURVE TO THE LEFT 161.74 FEET TO A RIGHT-OF-WAY MONUMENT, SAID CURVE HAVING A CENTRAL ANGLE OF 07° 52' 50', A RADIUS OF 1175.92 FEET, A TANGENT OF 81.00 FEET AND A CHORD OF S 23° 47' 20" E, 161.61 FEET, S 27° 22' 01" E, 95.38 FEET TO A RIGHT-OF-WAY MONUMENT, S 38' 08' 34' E, 85.74 FEET TO A RIGHT-OF-WAY MONUMENT, S 04' 42' 56' E, 97.36 FEET TO A POINT IN THE NORTHERLY MARGIN OF OLD DUE WEST AVENUE;

THENCE, WITH THE NORTHERLY RIGHT-OF-WAY OF OLD DUE WEST AVENUE, S 25° 58' 09" E, 46.44 FEET TO A RIGHT-OF-WAY MONUMENT;

THENCE, CONTINUING WITH SOLD RIGHT-OF-WAY LINE, S 38° 51' 40" W, 120.07 FEET TO A RIGHT-OF-WAY MONUMENT;

THENCE, S 22° 58' 43" W, 108.56 FEET TO A RIGHT-OF-WAY MONUMENT;

THENCE, LEAVING SAID RIGHT-OF-WAY LINE S 56° 43' 01" E, 22.20 FEET TO A POINT IN THE CENTERLINE OF OLD DUE WEST AVENUE;

THENCE, WITH SAID CENTERLINE THE FOLLOWING CALLS: S 33° 16' 59" W, 81.14 FEET TO A POINT, WITH A CURVE TO THE RIGHT 148.57 FEET TO A POINT, SAID CURVE HAVING A CENTRAL ANGLE OF 25° 51' 01", A RADIUS OF 329.29 FEET TO A TANGENT OF 75.57 FEET AND A CHORD OF S 46° 12' 29" W, 147.31 FEET, S 59° 08' 00" W, 286.64 FEET TO A POINT, WITH A CURVE TO THE RIGHT 177.05 FEET TO A POINT, SAID CURVE HAVING A CENTRAL ANGLE OF 48' 00' 00", A RADIUS OF 211.34 FEET, A TANGENT OF 94.09 FEET AND A CHORD OF S 83° 08' 00" W, 171.92 FEET, N 72° 51' 56" W, 286.91 FEET TO A POINT;

THENCE, LEAVING SAID CENTERLINE WITH THE EASTERLY LINE OF PROPERTY CONVEYED TO J.T. ALMOND, BY DEED OF RECORD IN BOOK 6675, PAGE 41, R.O.D.C., N 01° 52' 19W, 366.14 FEET TO A POINT;

THENCE, WITH THE EASTERLY LINE OF PROPERTY CONVEYED TO TERRY W. BURDETTE, ET. UX., BY DEED OF RECORD IN BOOK 5278, PAGE 1, R.O.D.C., N 00° 42' 41" E, 353.39 FEET TO A POINT;

THENCE, WITH THE EASTERLY LINE OF PROPERTY CONVEYED TO J.D. STEPHENS, ET. UX., BY DEED OF RECORD IN BOOK 4095, PAGE 230, R.O.D.C., N 34° 07' 11" W, 518.60 FEET TO AN IRON PIN;

THENCE, WITH THE SOUTHERLY LINE OF PROPERTY CONVEYED TO JOHN T. BURDETTE BY DEED OF RECORD IN BOOK 6603, PAGE 621,

R.O.D.C., AND DEBORAH D. MYERS BY DEED OF RECORD IN BOOK 5496, PAGE 122, R.O.D.C., N 67° 22' 42" E, 510.77 FEET TO AN IRON PIN;

THENCE, WITH THE WESTERLY LINE OF PROPERTY CONVEYED TO SAID MYERS, W.E. JONES BY DEED OF RECORD IN BOOK 3208, PAGE 30, R.O.D.C., FRED L. HOWELL BY DEED OF RECORD IN BOOK 3376, PAGE 419, RO.D.C., AND CHARLES A. & BARBARA H. GILBERT BY DEED OF RECORD IN BOOK 9750, PAGE 298, R.O.D.C., S 22° 25' 55" E, 500.72 FEET TO AN IRON PIN;

THENCE, WITH THE SOUTHERLY LINE OF SAID GILBERT PROPERTY, N 67° 04' 55" E, 400.56 FEET TO THE POINT OF BEGINNING. CONTAINING 1,013,527 SQUARE FEET OR 23.27 ACRES, MORE OR LESS.

BEING A PART OF THE SAME PROPERTY CONVEYED TO BRITISH HIGHLAND WIND, L.P., A TENNESSEE LIMITED PARTNERSHIP BY SPECIAL WARRANTY DEED FROM BRI OP LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP OF RECORD IN BOOK 11684, PAGE 484 AND BY QUITCLAIM DEED FROM BRI OP LIMITED PARTNERSHIP OF RECORD IN BOOK 11684, PAGE 480, BOTH IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND FURTHER REFERENCED IN QUITCLAIM DEED 20070403-0039830.

This is improved property known as 721 Due West Avenue, Madison, Tennessee 37115.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to **TRB Highland Ridge LLC**, its successors and assigns, forever; and Marc T. McNamee, Trustee, does hereby transfer, assign, and set over unto **TRB Highland Ridge LLC** all of his right, title and interest in the said property as Trustee, but no further or otherwise.

CONCURRENT with the sale of the herein referenced Property, Marc T. McNamee, Trustee, acting for and under the instruction of the secured party also conducted a sale under the Uniform Commercial Code of certain personal property as referenced in **SCHEDULE A** attached hereto, which was located on, used in connection with, or related to the premises. **TRB Highland Ridge LLC**, being the highest and best bidder, did also purchase the personal property referenced herein, and Marc T. McNamee, Trustee, acting for and under the instruction of the secured party, for the same good and valuable consideration, does by these presents hereby sell, transfer, assign and set over all of the secured party's right, title and interest in and to said personal property, but not further or otherwise.

IN WITNESS WHEREOF, the said Marc T. McNamee, Trustee, has executed this instrument on this the 7th day of July, 2008.

Marc C. McNamee, TRUSTEE
Marc T. McNamee, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Marc T. McNamee, Trustee, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained in his capacity as Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this the 7th day of July, 2008.

Lisa K. Brian
NOTARY PUBLIC

LISA K. BRIAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires: 5/28/2009

SCHEDULE A

DEBTOR: HIGHLAND RIDGE REALTY CO., LLC

SECURED PARTY: BRT REALTY TRUST

This Financing Statement covers the following types or items of collateral in which a security interest was granted to the Secured Party by the Debtor pursuant to that certain Deed of Trust, Security Agreement and Financing Statement dated as of March 30, 2007 between Debtor, as borrower, and Secured Party, as lender (the "Deed of Trust"; capitalized terms used herein without definition shall have the meanings ascribed to them in the Deed of Trust), which Deed of Trust encumbers those certain plots, pieces and parcels of land more particularly bounded and described in Exhibit A annexed hereto:

All right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises and the Improvements, together with the following property, rights, interest and estates, being hereinafter collectively called the "**Deed of Trust Property**"):

(a) the Land;

(b) all additional lands and estates hereafter acquired by Borrower for use in connection with the Land and all lands and estates that may, from time to time, by supplemental Deed of Trust or additional agreement be made subject to the lien of this Deed of Trust;

(c) any improvements, structures and buildings and any alterations thereto or replacements thereof, now or hereafter erected upon the Land, all fixtures, fittings, appliances, apparatus, equipment, machinery, material and replacements thereof, other than those articles of personal property owned by tenants under the "Leases" (as defined in clause (d) below), now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Land or such improvements, structures or buildings, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, stoves, ranges, ovens, disposals, dishwashers, hood and fan combinations, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, kitchen equipment, laundry equipment, plants and shrubbery and all other equipment and machinery, appliances, fittings and fixtures of every nature whatsoever now or hereafter owned or acquired by Borrower and located in or on, or attached to, and used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Borrower, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Borrower in and to any such personal property or fixtures subject to any lien, security interest or claim, which, to the

fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (collectively, the "Improvements");

(d) intentionally omitted;

(e) all furniture, furnishings, equipment and other articles of personal property, together with all replacements and renewals thereof, other than those articles of trade fixtures and other personal property owned by tenants under the Leases, now or at any time hereafter placed upon, located in or used in any way in connection with the complete and comfortable use, enjoyment, occupancy and operation of the Property (hereinafter collectively referred to as the "Furniture, Furnishings and Equipment");

(f) Borrower's interest in all agreements, contracts, certificates, instruments and other documents, now or hereafter entered into, pertaining to the construction, operation or management of any structure or building now or hereafter erected on the Land or to the sale of any direct or indirect interest in the Property, including any purchase money deed of trust or security agreement securing the payment of any portion of the purchase price due to Borrower for such interest, and all right, title and interest of Borrower therein and thereunder, including the right upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(g) Borrower's interest in the franchises, permits, licenses and rights therein and thereto respecting the use, occupation and operation of the Deed of Trust Property and any part thereof and respecting any business or activity conducted on the Deed of Trust Property and any part thereof, if any, now or hereafter used for the Improvement, and the good will associated therewith;

(h) Borrower's interest in all easements, rights-of-way, strips and/or gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever, in any way belonging, relating or appurtenant to the Deed of Trust Property described in the preceding clauses (a) through (g), or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(i) Borrower's interest in all claims and causes of action relating directly or indirectly to the Deed of Trust Property, whether such claims or causes of action arise in Borrower's name or such claims or causes of action are acquired by Borrower, directly or indirectly, by subrogation or otherwise;

(j) Borrower's interest in all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Deed of Trust Property described in the preceding clauses (a) through (i);

(k) Intentionally omitted;

(l) all air rights and unused zoning development rights granted, belonging, relating or appertaining to any of the property described in the preceding paragraphs (a) through (k) now or hereafter;

(m) the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Deed of Trust Property, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Deed of Trust Property;

(n) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Deed of Trust Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Deed of Trust Property;

(o) all proceeds of and any unearned premiums on any insurance policies covering the Deed of Trust Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Deed of Trust Property;

(p) the right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Deed of Trust Property and to commence any action or proceeding to protect the interest of Lender in the Deed of Trust Property;

(q) all title insurance policies, management, franchise and service agreements, accounts, occupancy permits and licenses, building and other permits, governmental approvals, licenses, agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, and all other consents, approvals and agreements which Borrower may now or hereafter own in connection with the Deed of Trust Property and/or improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Borrower; and

(r) all inventory, instruments, investment documents, documents, chattel paper, investment property, letters of credit, letter of credit rights, general intangibles, supporting obligations and liens securing a right to payment.

(s) Funds under the Repair Reserve and Security Agreement dated as of March 30, 2007 between Debtor, as borrower and Secured Party, as lender.

(t) the proceeds of any loan secured by any interest in the Deed of Trust Property described in the preceding clauses (a) through (s).

Together with all tenements, hereditaments and appurtenances serving or benefiting the Deed of Trust Property.

AND, Borrower expressly grants to Lender, a security interest in all of those portions of the Deed of Trust Property which are or may be subject to the provisions of the Uniform Commercial Code as enacted by the State of Tennessee or the State of Delaware.