FROM: Marc T. McNamee
TRUSTEE

TO: TRB Crestbrook LLC
TRB Cumberland LLC
TRB Archwood LLC
NEW OWNERS

Davidson County DEEDTRS
Recvd: 07/07/08 12:03 11 P
Fees:58.00 Taxes:31820.00
20080707-0069678

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel Nos.
TRB Crestbrook LLC TRB Cumberland LLC TRB Archwood LLC 60 Cutter Mill Road, Suite 303 Great Neck, NY 11021	Same	034-13-0-A-001.00-CO Through and including 034-13-0-A-054.00-CO 43-9-317.00 43-110-187.00

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

$8,600,000,00.

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: 5/23/2009

TRUSTEE'S DEED

WHEREAS, by Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement dated as of the 11th day of April, 2006, of record as Instrument 20060418-0044059, Register's Office for Davidson County, Tennessee, hereinafter referred to as "Deed of

Trust," Crestbrook Meadows Realty Co., LLC, a Delaware limited liability company, Lamplighter Realty Co., LLC, a Delaware limited liability company, and Archwood 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 Crestbrook LLC**, a Tennessee limited liability company, **TRB Cumberland LLC**, a Tennessee limited liability company, and **TRB Archwood 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 10:00 a.m., on July 7, 2008, at the door of the Davidson County Register of Deeds, Sommet Center, 501 Broadway, Nashville, Tennessee 37203, 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, said Property is subject to a Notice of State Tax Lien, of record in Record in Instrument 20080320-0028328, said Register's Office, the Tennessee Department of Revenue having been notified as required by Tenn. Code Ann. § 67-1-1433(b)(1), and the sale of said Property being subject to the right of the State of Tennessee to redeem the land pursuant to Tenn. Code Ann. § 67-1-1433(c)(1), copies of the notice to the Tennessee Department of Revenue and its response being attached hereto as **EXHIBIT A**; and

WHEREAS, at the time and place of said sale, and upon the Property being offered under the terms hereinabove set forth, **TRB Crestbrook LLC**, **TRB Cumberland LLC**, and **TRB Archwood LLC**, were the highest and best bidders, the Trustee thereby concluding the sale as of 10:10 a.m., by announcing that the Property had sold;

NOW, THEREFORE, the undersigned, Marc T. McNamee, Trustee, pursuant to the credit bid of **TRB Crestbrook LLC**, **TRB Cumberland LLC**, and **TRB Archwood LLC**, acknowledges the credit in the amount of Eight Million Six Hundred Thousand and No/100 Dollars ($8,600,000.00), 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 Archwood LLC**, its successors and assigns, the following described real estate in Davidson County, Tennessee:

PARCEL A

LAND IN THE 11TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, ACCORDING TO AN UNRECORDED SURVEY OF LEWIS R. MEFFORD, JR., SURVEYOR LIC. NO. 5076, DATED JUNE 9, 1977, AND BEING LOT NO. 6 ON THE PLAN OF JOHN W. ANDERSON SUBDIVISION OF THE RE-SUBDIVISION OF LOT 4 ON THE MAP OF THE SURVEY OF ANDERSON TRACT, WHICH PLAN IS OF RECORD IN BOOK 1835, PAGE 34, REGISTER'S OFFICE FOR SAID COUNTY, AND PART OF LOT 5 ON THE MAP OF THE SURVEY OF ANDERSON TRACT, WHICH MAP IS OF RECORD IN BOOK 1130, PAGE 37, SAID REGISTER'S OFFICE, AND ACCORDING TO SAID SURVEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN, SAID IRON PIN BEING NORTH 03 DEG. 02 MIN. 55 SEC. EAST 110.18 FEET FROM A CONCRETE MONUMENT IN THE NORTH RIGHT-OF-WAY OF STATE ROUTE NO. 45, ALSO BEING IN THE EAST RIGHT-OF-WAY OF ARCHWOOD DRIVE; THENCE NORTH 03 DEG. 02 MIN. 55 SEC. EAST, WITH THE EAST RIGHT-OF-WAY OF ARCHWOOD DRIVE, 115.00 FEET TO AN IRON PIN IN SAME; THENCE NORTH 86 DEG. 17 MIN. 40 SEC. EAST 435.00 FEET TO AN IRON PIN, THE SOUTHEAST CORNER OF PARCEL 181, MAP NO. 43-11; THENCE NORTH 04 DEG. 16 MIN. 25 SEC. EAST, PASSING THE EAST CORNERS OF PARCEL NOS. 181, 182, 183, 184, 185, 587.30 FEET TO AN IRON PIN; THE NORTHEAST CORNER OF PARCEL NO. 185 AND IN THE SOUTH RIGHT-OF-WAY OF DUPONT AVENUE; THENCE SOUTH 86 DEG. 02 MIN. 45 SEC. EAST, WITH THE SOUTH RIGHT-OF-WAY OF DUPONT AVENUE, 434.3 FEET TO AN IRON PIN IN SAME; THENCE SOUTH 04 DEG. 16 MIN. 25 SEC. WEST, WITH THE WEST BOUNDARY LINE OF PARCEL NO. 186, MAP NO. 43-11, 759.79 FEET TO AN IRON PIN, THE SOUTHWEST CORNER OF PARCEL NO. 186 AND IN THE NORTH RIGHT-OF-WAY OF STATE ROUTE NO. 45; THENCE NORTH 85 DEG. 22 MIN. 54 SEC. WEST, WITH THE NORTH RIGHT OF WAY OF STATE ROUTE NO. 45, 430.46 FEET TO A CONCRETE MONUMENT IN SAME; THENCE NORTH 02 DEG. 45 MIN. 53 SEC. EAST 52.52 FEET TO AN IRON PIN, THE NORTHEAST CORNER OF PARCEL NO. 179, MAP NO. 43-11; THENCE NORTH 86 DEG. 17 MIN. 40 SEC. WEST, WITH THE NORTH LINE OF PARCEL NO. 179, 435.00 FEET TO AN IRON PIN; THE POINT OF BEGINNING, CONTAINING 8.69 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO ARCHWOOD REALTY CO., LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED FROM SAM L. WILHITE, JR. AND MARTHA JANE WILHITE, TRUSTEES OF THE WILHITE FAMILY TRUST DATED 11/7/83 OF RECORD IN INSTRUMENT NO. 200604180044058, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

NOW, THEREFORE, the undersigned, Marc T. McNamee, Trustee, pursuant to the credit bid of **TRB Crestbrook LLC**, **TRB Cumberland LLC**, and **TRB Archwood LLC**, and for and in consideration of said bid, has bargained and sold, and by these presents does hereby transfer and convey unto **TRB Crestbrook LLC**, its successors and assigns, the following described real estate in Davidson County, Tennessee:

PARCEL B, TRACT I:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNITS NO. 217 AURORA DRIVE, 219 AURORA DRIVE, 221 AURORA DRIVE, 223 AURORA DRIVE, 225 AURORA DRIVE, 227 AURORA DRIVE, 229 AURORA DRIVE, 231 AURORA DRIVE, 233 AURORA DRIVE, 235 AURORA DRIVE, 237A AURORA DRIVE, 237B AURORA DRIVE, 239A AURORA DRIVE, 239B AURORA DRIVE, 239C AURORA DRIVE, 239D AURORA DRIVE, 204 DINWIDDIE DRIVE, 206 DINWIDDIE DRIVE, 208 DINWIDDIE DRIVE, 210 DINWIDDIE DRIVE, 216 DINWIDDIE DRIVE, 218 DINWIDDIE DRIVE, 300 MCMURTRY COURT, 302 MCMURTRY COURT, 304 MCMURTRY COURT, 306 MCMURTRY COURT, 308 MCMURTRY COURT, 310 MCMURTRY COURT, 312 MCMURTRY COURT, 314 MCMURTRY COURT, 316 MCMURTRY COURT, 318 MCMURTRY COURT, 320 MCMURTRY COURT AND 322 MCMURTRY COURT, OF CRESTBROOK MEADOWS TOWNHOMES, PHASE ONE, CREATED UNDER TITLE 66, CHAPTER 27, SECTIONS 101 ET SEQ., AS AMENDED, TENNESSEE CODE ANNOTATED, AND AS ESTABLISHED BY A MASTER DEED OF RECORD IN BOOK 6403, PAGE 205, AS AMENDED IN BOOK 6643, PAGE 1, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID MASTER DEED, AS AMENDED. REFERENCE IS HEREBY MADE TO THE PLAT OF CRESTBROOK MEADOWS TOWNHOMES, PHASE ONE, OF RECORD IN BOOK 6403, PAGE 262, SAID REGISTER'S OFFICE, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF SUCH UNITS.

PARCEL B, TRACT II:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNITS NO, 205 DINWIDDIE DRIVE, 207 DINWIDDIE DRIVE, 209 DINWIDDIE DRIVE, 211 DINWIDDIE DRIVE, 213 DINWIDDIE DRIVE, 215 DINWIDDIE DRIVE, 217 DINWIDDIE DRIVE, 219 DINWIDDIE DRIVE, 221 DINWIDDIE DRIVE, 223 DINWIDDIE DRIVE, 225 DINWIDDIE DRIVE, 227 DINWIDDIE DRIVE, 229 DINWIDDIE DRIVE, 231 DINWIDDIE DRIVE, 233 DINWIDDIE DRIVE, 235 DINWIDDIE DRIVE, 237 DINWIDDIE DRIVE, 239 DINWIDDIE DRIVE, 241 DINWIDDIE DRIVE, AND 243 DINWIDDIE DRIVE, OF CRESTBROOK MEADOWS TOWN HOMES, PHASE TWO, CREATED UNDER TITLE 66, CHAPTER 27, SECTIONS 101 ET SEQ., AS AMENDED, TENNESSEE CODE ANNOTATED, AND AS ESTABLISHED BY A MASTER DEED OF RECORD IN BOOK 6403, PAGE 205, AS AMENDED TO CREATE PHASE TWO OF THE HORIZONTAL PROPERTY REGIME, IN BOOK 6643, PAGE 1, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID MASTER DEED, AS AMENDED. REFERENCE IS HEREBY MADE TO THE PLAT OF CRESTBROOK MEADOWS TOWNHOMES, PHASE TWO, OF RECORD IN BOOK 6643, PAGE 15, AS EXHIBIT TO MASTER DEED AS AMENDED, SAID REGISTER'S OFFICE, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF SUCH UNITS.

PARCEL B, TRACTS I AND II BEING THE SAME PROPERTY CONVEYED TO CRESTBROOK MEADOWS REALTY CO., LLC, A DELAWARE LIMITED LIABILITY COMPANY BY WARRANTY DEED FROM CRESTBROOK PARTNERS, A TENNESSEE GENERAL PARTNERSHIP OF RECORD IN INSTRUMENT NO. 20050829-0103497, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

NOW, THEREFORE, the undersigned, Marc T. McNamee, Trustee, pursuant to the credit bid of **TRB Crestbrook LLC**, **TRB Cumberland LLC**, and **TRB Archwood LLC**, and for and in consideration of said bid, has bargained and sold, and by these presents does hereby transfer and convey unto **TRB Cumberland LLC**, its successors and assigns, the following described real estate in Davidson County, Tennessee:

PARCEL C

LAND IN THE 11TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING LOTS NOS. 4 AND 5 OF BLOCK "L" ON THE PLAN OF WOODLAWN ESTATES, AS OF RECORD IN BOOK 843, PAGE 82, REGISTER'S OFFICE FOR SAID COUNTY, AND PROPERTY ADJACENT ON THE EAST, DESCRIBED TOGETHER ACCORDING TO A SURVEY MADE BY PARRISH ENGINEERS, INC., JUNE 11, 1969, AS FOLLOWS:

BEGINNING ON THE EASTERLY MARGIN OF KATE STREET, SAID POINT BEING THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO THE LAMPLIGHTER APARTMENTS BY DEED FROM GEORGIA R. CAMERON, OF RECORD IN BOOK 4345, PAGE 321, SAID REGISTER'S OFFICE; THENCE WITH THE EASTERLY MARGIN OF SAID KATE STREET, NORTH 3° 50' EAST 200 FEET; THENCE SOUTH 86° 12' EAST 273.87 FEET; THENCE SOUTH 3° 40' WEST 20.42 FEET; THENCE SOUTH 86° 22' EAST 176.55 FEET; THENCE NORTH 2° 53' EAST 186.40 FEET; THENCE NORTH 86° 13' EAST 256.90 FEET; THENCE SOUTH 17° 43' WEST 180 FEET; THENCE SOUTH 13° 13' WEST 210.46 FEET; THENCE SOUTH 82° 49' WEST 92.62 FEET; THENCE NORTH 86° 14' WEST 533.60 FEET TO THE BEGINNING, CONTAINING 3.8 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO LAMPLIGHTER REALTY CO., LLC, A DELAWARE LIMITED LIABILITY COMPANY BY QUITCLAIM DEED FROM STEVEN GREEN, TRUSTEE OF RECORD IN INSTRUMENT NO. 20060418-0044057, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

This is improved property known as:

Archwood Apartments, 3 Archwood Place, Madison, Tennessee 37115 (Parcel A);

Crestbrook Meadows Apartments, 217-239 Aurora Avenue, 204-219, 221-243 Dinwiddie Drive, 300-322 McMurtry Court, Madison, Tennessee 37115 (Parcel B); and

Lamplighter Apartments, 300 Kate Street, Madison, Tennessee 37115 (Parcel C).

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to **TRB Crestbrook LLC**, **TRB Cumberland LLC**, and **TRB Archwood LLC**, their successors and assigns, forever; and Marc T. McNamee, Trustee, does hereby transfer, assign, and set over unto **TRB Crestbrook LLC**, **TRB Cumberland LLC**, and **TRB Archwood 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 **EXHIBIT B** attached hereto, which was located on, used in connection with, or related to the premises. **TRB Crestbrook LLC**, **TRB Cumberland LLC**, and **TRB Archwood LLC**, being the highest and best bidders, 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 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.

NOTARY PUBLIC

My Commission Expires: 5/23/2009

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

NEAL & HARWELL, PLC
LAW OFFICES
150 FOURTH AVENUE, NORTH
SUITE 2000
NASHVILLE, TENNESSEE 37219-2498

TELEPHONE
(615) 244-1713

FACSIMILE
(615) 726-0573

JAMES F. NEAL
AUBREY B. HARWELL, JR.
JON D. ROSS
JAMES F. SANDERS
THOMAS H. DUNDON
RONALD G. HARRIS
ALBERT F. MOORE
PHILIP N. ELBERT
JAMES G. THOMAS
WILLIAM T. RAMSEY
JAMES R. KELLEY
MARC T. McNAMEE
GEORGE H. CATE, III
PHILIP D. IRWIN
A. SCOTT ROSS
GERALD D. NEENAN
AUBREY B. HARWELL, III
W. DAVID BRIDGERS
KENDRA E. SAMSON
DAVID G. THOMPSON
LISA PAIGE BINDER

CYNTHIA S. PARSON
ELIZABETH S. TIPPING
CHANDRA N.T. FLINT
LYNDSAY C. SMITH
JONATHAN H. WARDLE
BRIAN T. BOYD
JOSHUA J. PHILLIPS

STAFF ATTORNEY
KRISTEN V. DYER

OF COUNSEL
LARRY W. LINDEEN
ALAN MARK TURK

June 10, 2008

VIA HAND DELIVERY

Tennessee Department of Revenue
Revenue Enforcement Division
Andrew Jackson State Office Building
500 Deaderick Street, Fourth Floor
Nashville, TN 37219

Attention: Director of Collections Division

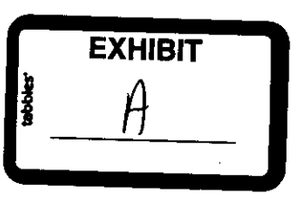
Re: Crestbrook Meadows Realty Co., LLC
320 McMurtry Ct.
Madison, TN 37115-2459

Gentlemen:

Please be advised that we represent BRT Realty, and we are writing to advise you that upon instructions from our client, we will commence foreclosure proceedings immediately on the real property owned by Crestbrook Meadows Realty Co., LLC, located at 217-239 Aurora Avenue, 204-219, 221-243 Dinwiddie Drive, 300-322 McMurtry Court, Madison, Tennessee, and that the foreclosure sale is scheduled for July 7, 2008. A copy of the Notice of Foreclosure Sale and a copy of the financing statement, deed of trust or other lien interest being enforced, is enclosed for your review.

1. NAME AND ADDRESS OF PERSON SUBMITTING NOTICE: Marc T. McNamee, Neal & Harwell, PLC, 150 Fourth Avenue, North, Suite 2000, Nashville, TN 37219.

2. NOTICE OF STATE TAX LIEN: A copy of the Notice of State Tax Lien, of record in Instrument 20080320-0028328, Register's Office for Davidson County, Tennessee, enclosed herein, containing the name of the department of the State of Tennessee which is claiming the lien, name and address of taxpayer and the date and place notice of lien was filed.



3. ADDRESS OF REAL PROPERTY: the real property is located at 217-239 Aurora Avenue, 204-219, 221-243 Dinwiddie Drive, 300-322 McMurtry Court, Madison, Davidson County, Tennessee 37115. An abstract of title attached. The legal description of the subject property is contained in the enclosed Notice of Foreclosure Sale.

4. SALE DATE, TIME, PLACE & TERMS: the sale shall occur on July 7, 2008, at 10:00 a.m. at the door of the Davidson County Register of Deeds, Sommet Center, 501 Broadway, Nashville, Davidson County, Tennessee.

5. DESCRIPTION OF DEBT AND SALE EXPENSES: as of June 30, 2008, the approximate amount of the principal obligation secured by the deed of trust being foreclosed upon, including interest is $12,805,599.00. The *per diem* rate of interest for every day after that date is $7,826.39. The foreclosure expenses, including advertising expenses and legal expenses chargeable against the sale proceeds, are estimated to be approximately $20,555.00.

PLEASE ACKNOWLEDGE RECEIPT OF THIS NOTICE ON THE ENCLOSED COPY OF THIS LETTER AND RETURN IT TO MY ATTENTION.

Sincerely,

NEAL & HARWELL, PLC

Marc T. McNamee
Substitute Trustee

lkb

Enclosures: Notice of Foreclosure Sale & UCC Sale
Notice of State Tax Lien
Deed of Trust
UCC Financing Statement
Abstract of Title

Received by:

Date: June 10, 2008

STATE OF TENNESSEE
DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT DIVISION
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

June 10, 2008

Mr. Marc T. McNamee, Substitute Trustee
Neal & Harwell, PLC
150 Fourth Avenue, North
Nashville, TN 37219-2498

Re: Foreclosure Sale of Property Owned by: **Crestbrook Meadows Realty Co., LLC**
Entity Number: **001 203349796**

Dear Mr. McNamee:

This is in reference to your letter dated June 10, 2008 concerning a foreclosure sale of property owned by the above-captioned taxpayer(s).

Your letter **does** comply with the provisions of T.C.A. § 67-1-1401 et. seq., but if the sale produces more than the amount needed to satisfy the cost of the sale, the indebtedness indicated in your letter, and any other superior liens, the amount of surplus proceeds up to the amount of taxes, penalties and interest due the Department of Revenue must be remitted to the State of Tennessee. Excess proceeds, if any, should be sent to the attention of the Special Procedures Unit at P.O. box 190665 Nashville, TN 37219-0665. The amount of taxes, penalties and interest that is due as of **July 7, 2008** is **$1,762.06**. *(Please be advised that if the scheduled sale is cancelled or postponed for any reason, notice must be submitted in writing if the sale is to be continued).*

After the sale, (and within 15 days), please furnish me with **an accounting of the sale** (form enclosed), and I will release the State's tax lien on the property sold. If the sale is canceled, please advise this office with a brief explanation. I trust that this has answered your letter, but if not, please let me know.

Sincerely,

Donera Adcox, Account Tech I
Special Procedures Section
Revenue Enforcement Division

DA/enc

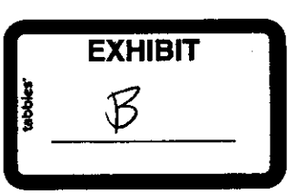
c: *file*

SCHEDULE A

DEBTORS:	CRESTBROOK MEADOWS REALTY CO., LLC LAMPLIGHTER REALTY CO., LLC ARCHWOOD REALTY CO., LLC
SECURED PARTY:	BRT REALTY TRUST
PARCEL A:	ARCHWOOD APARTMENTS 3 Archwood Place Madison, Tennessee 37115
PARCEL B:	CRESTBROOK MEADOWS APARTMENTS 217,219,221,223,225,227,229,231,235,237 & 239 Aurora Avenue, 204, 206, 207, 208, 209, 210, 211, 213, 215, 216, 217, 218, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241 & 243 Dinwiddie Drive and 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320 & 322 McMurtry Court Madison, Tennessee 37115
PARCEL C:	LAMPLIGHTER APARTMENTS 300 Kate Street Madison Tennessee 37115

The property covered by the attached Financing Statement includes, without limitation, the following:

all machinery, apparatus, equipment, fittings, fixtures, chattels, and articles of personal property of every kind and nature whatsoever now or hereafter located at Parcel A, Parcel B and Parcel C (the "**Real Estate**") or any part thereof and used or useable in connection with any present or future operation or letting of the Real Estate or the activities at any time conducted therein (hereinafter collectively referred to as the "**Equipment**") and now owned or hereafter acquired by the party identified as the Debtor on the annexed financing statement ("**Debtor**"), including, but without limiting the generality of the foregoing, heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, beds, tables, chairs, stoves, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement superior in lien to the lien of the mortgage or trust deed granted by Debtor to the party identified as the Secured Party on the annexed financing statement; and



(i) (i) all rents, issues, and profits of the Real Estate and the improvements thereon, including without limitation all income derived from any garage or parking facility located on the Real Estate, (ii) all leases and other documents and agreement evidencing such rents, issues, and profits now or hereafter in effect, and (iii) any and all deposits held as security under such leases; and

(ii) any proceeds of any fire and/or hazard insurance policy covering the Real Estate and the improvements thereon; and

(iii) any award in eminent domain proceedings for a taking or for loss of value in the Real Estate and the improvements thereon; and

(iv) financing commitments (debt or equity) issued to Debtor in respect of the Real Estate and all amounts payable to Debtor thereunder; operating and other bank accounts, and monies therein, of Debtor relating to the Real Estate, including, without limitation, any accounts relating to real estate taxes; interest rate protection agreements entered into by Debtor in respect of the Loan, whether pursuant to the Loan Documents or otherwise; and commercial tort claims related to the Real Estate; all of Debtor's right, title and interest under promissory notes, letters of credit, electronic chattel paper, proceeds from accounts, payment intangibles and general intangibles related to the Real Estate, including, without limitation, good will, claims and causes of action relating to the Real Estate, as the terms "accounts," "general intangibles," and "payment intangibles" are defined in the applicable Uniform Commercial Code Article 9, as the same may be modified or amended from time to time, and all other contract rights, instruments, chattel papers, goods, fixtures, money, and all other property of the Debtor which relate to the Real Estate or any activity conducted thereon by the Debtor.