BILL GARRETT, Davidson County
Trans:T20100042280 DEEDWARR
Recvd: 07/09/10 15:34 5 pgs
Fees:28.00 Taxes:6012.50

20100709-0054048

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THIS INSTRUMENT PREPARED BY:

Kilpatrick Stockton LLP
1100 Peachtree Street
Suite 2800
Atlanta, GA 30309
Attn: Mindy S. Planer, Esq.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,625,000.00.

Affiant

Subscribed and sworn to before me on this 9th day of July, 2010.

Notary Public
My Commission Expires: My Commission Expires AUG. 23, 2011

ADDRESS NEW OWNER AS FOLLOWS:

John H. Noel d/b/a
John H. Noel Company
5241 Old Harding Road
Franklin, Tennessee 28204

SEND TAX BILLS TO:

John H. Noel d/b/a
John H. Noel Company
5241 Old Harding Road
Franklin, Tennessee 37064

MAP PARCEL NUMBER:

147 04 0 169.00

LIMITED WARRANTY DEED

THIS INDENTURE is made this 9th day of July, 2010, by and between **HOLLY HILLS REALTY CO., LLC**, a Delaware limited liability company, by and through Daniel Ford in his capacity as Receiver, hereinafter called "***Grantor***", and **JOHN H. NOEL d/b/a JOHN H. NOEL COMPANY**, a sole proprietorship, hereinafter called "***Grantee***". The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural.

IN WITNESS WHEREOF, Grantor has caused its duly authorized corporate officer to execute this indenture, to affix its corporate seal hereto and to deliver this indenture to Grantee, all the day and year first written above.

GRANTOR:

HOLLY HILLS REALTY CO., LLC,
a Delaware limited liability company, by and
Daniel Ford, in his capacity as Receiver

By: _____(SEAL)
Daniel P. Ford, as Receiver

STATE OF TENNESSEE

COUNTY OF Davidson

Before me, Dorothy E. Jones, Notary Public of the state and county aforesaid, personally appeared Daniel P. Ford, 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 Receiver on behalf of **HOLLY HILLS REALTY CO., LLC**, the within named bargainor, a Delaware limited liability company, and that he as such Receiver executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company by himself as Receiver.

WITNESS my hand and seal this 6th day of July, 2010.

Dorothy E. Jones
NOTARY PUBLIC

My Commission Expires: July 5, 2011

[NOTARIAL SEAL]

DOROTHY E. JONES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires JULY 5, 2011

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, and the successors, legal representatives and assigns of Grantee, all that tract or parcel of land lying and being in Davidson County, Tennessee being more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (**"Property"**);

This conveyance is subject to the matters set forth on **Exhibit "B"**, attached hereto and incorporated herein by reference (the **"Permitted Exceptions"**);

This is improved property known as Holly Hills Apartments, 302 Wallace Road, Nashville, Tennessee 37211;

TO HAVE AND TO HOLD said Property, together with any and all of the appurtenances, estate, title, and interest thereto belonging to said Grantee, its successors and assigns forever; in fee simple; and

Grantee does covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered, except as herein set out; and Grantor does further covenant and bind itself to warrant and forever defend the title to the Property to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under said Grantor, but not otherwise; *provided, however*, that the warranties of title made by Grantor herein shall not extend to any claims arising under any matter set forth in the Permitted Exceptions.

Witness my hand this 9th day of July, 2010.

[Signatures Begin on Following Page]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 2 ON THE PLAN OF E.F. HAGEWOOD, SR. HOME TRACT, OF RECORD IN PLAT BOOK 4175, PAGE 29, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A SURVEY PREPARED BY JAMES G. TERRY, RLS NO. 2287, H & H LAND SURVEYING, INC., DATED OCTOBER 28, 2004, UNDER JOB NO. 96-058, AS FOLLOWS:

BEGINNING AT A POINT WHERE THE WEST BOUNDARY OF HILLBROOK SUBDIVISION, SECTION 5, INTERSECTS THE SOUTH RIGHT-OF-WAY MARGIN OF HARDING PLACE; THENCE WITH THE SAID WEST BOUNDARY OF HILLBROOK SUBDIVISION, SECTION 5, S3153'40"E, 243.23 FEET TO AN IRON PIN; THENCE S6320'00"E, 124.00 FEET TO AN IRON PIN; THENCE S303'20"W, 112.56 FEET TO A CONCRETE MONUMENT; THENCE S3154'40"E, 39.65 FEET TO AN IRON PIN; THENCE S3317'00"E, 31.72 FEET TO AN IRON PIN, SAID IRON PIN BEING WHERE THE SOUTH RIGHT-OF-WAY MARGIN OF RICHBRIAR ROAD INTERSECTS THE HERETOFORE SAID WEST BOUNDARY OF HILLBROOK SUBDIVISION, SECTION 5; THENCE CONTINUING WITH SAID WEST BOUNDARY S3225'18"E, 168.77 FEET TO AN IRON PIN, THENCE N8913'42"W, 77.13 FEET TO A CONCRETE MONUMENT; THENCE S452'14"W, 164.89 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING IN THE NORTH MARGIN OF WALLACE ROAD; THENCE WITH SAID NORTH MARGIN OF WALLACE ROAD N8800'00"W, 470.28 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE WITH SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY, SAID POINT BEING IN THE EAST MARGIN OF HUMBER DRIVE N200'00"E, 93.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 275.00 FEET; THENCE WITH A CURVE FOR A DISTANCE OF 251.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 235.02 FEET; THENCE WITH SAID CURVE FOR A DISTANCE OF 102.56 FEET TO A POINT; THENCE N2410'00"W, 95.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE WITH SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY MARGIN OF HARDING PLACE; THENCE WITH SAID SOUTH MARGIN N6550'00"E, 446.26 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 351,055 SQUARE FEET OR 8.059 ACRES.

BEING THE SAME PROPERTY CONVEYED TO HOLLY HILLS REALTY CO., LLC., A DELAWARE LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED FROM HOLLY HILLS APARTMENTS PARTNERSHIP, A TENNESSEE GENERAL PARTNERSHIP OF RECORD IN INSTRUMENT NO. 20041111-0135792, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All taxes and assessments due in the year 2010, which are a lien but not yet payable.

2. Such matters as disclosed by that certain ALTA/ACSM Land Title Survey titled "Holly Hills Apartments, 302 Wallace Road, Nashville Davidson County, Tennessee" prepared by H & H Land Surveying, Inc., bearing the seal and certification of Stephen P. McClannahan, Tennessee Registered Land Surveyor No. 772, last updated February 27, 2007, revised May 18, 2010.

3. Zoning and other regulatory laws and ordinances affecting the Property.

4. Rights of residential tenants of individual apartment units and other parties in possession of any portion of the Property pursuant to laundry leases or under a cell tower or similar type lease.

5. All matters shown on the Plats of record in Plat Book 3700, Page 73; and Plat Book 4175, Page 29, in the Register's Office, Davidson County, Tennessee.

6. Terms and provisions of Lease, as evidenced by Memorandum of Lease and Option of record in Instrument No. 20020708-0081738; as assigned in Instrument No. 20040206-0014737; assigned in Instrument No. 20070321-0034229; and as affected by Agreement Regarding Ground Lease of record in Instrument No. 20070927-0115205, in the Register's Office, Davidson County, Tennessee.

7. Deed of Trust, Security Agreement and Financing Statement (With Arbitration) executed by Holly Hills Realty Co., LLC for the benefit of Northern Funding, LLC, made as of May 10, 2004 recorded November 11, 2004 as Instrument No. 20041111-0135793, in the Register's Office of Davidson County, Tennessee, and an Assignment of Rents and Leases made as of November 2004, recorded November 11, 2004 as Instrument No. 20041111-0135794, in the Register's Office of Davidson County, Tennessee.