BILL GARRETT, Davidson County
Trans:T20100044733 DEEDTRS
Recvd: 07/21/10 15:51 5 pgs
Fees:28.00 Taxes:24047.37
20100721-0057156

THIS INSTRUMENT
PREPARED BY:
John F. Teitenberg
Frost Brown Todd, LLC
424 Church Street, Suite 1600
Nashville, Tennessee 37219

SUBSTITUTE TRUSTEE'S DEED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Numbers:
TriTex Real Estate Advisors, Inc. Monarch Tower 3424 Peachtree Road NE Suite 2200 Atlanta, GA 30326	Same	107-13-0-126.00 and 107-13-0-155.00

THIS SUBSTITUTE TRUSTEE'S DEED is made and entered into this 21st day of July, 2010 by FBT OF TENNESSEE, INC., a Tennessee corporation, as substitute trustee to that certain Deed of Trust hereinafter defined (hereinafter referred to as **"Substitute Trustee"**).

WHEREAS, by Multifamily Deed of Trust, Security Agreement and Assignment of Rents and Leases dated November 23, 2004 (the **"Deed of Trust"**), of record at Instrument No. 20041124-0141125 in the Register's Office for Davidson County, Tennessee, Woodhaven Apartments Joint Venture, a Tennessee joint venture (the **"Borrower"**), conveyed to Wesley D. Turner, as the initial trustee (the **"Trustee"**), the hereinafter described real property (as hereinafter defined and referred to as the **"Property"**) to secure payment to Deutsche Bank Berkshire Mortgage (**"Deutsche Bank"**) that certain Multifamily Note dated November 23, 2004 (the **"Note"**) and the indebtedness and obligations described in the Deed of Trust (collectively, the Note and such indebtedness and obligations hereinafter referred to as the **"Indebtedness"**), together with all amendments thereto and extensions thereof; and

WHEREAS, by Assignment of Multifamily Deed of Trust, Assignment of Rents and Security Agreement dated November 23, 2004, of record at Instrument No. 20041124-0141127 in the Register's Office for Davidson County, Tennessee, Deutsche Bank assigned the Indebtedness and Deed of Trust to Fannie Mae; and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default and nonperformance occurred in the Deed of Trust, by reason of which the lawful holder and owner of the Indebtedness secured by the Deed of Trust declared the Note and the Deed of Trust to be in default, and notice was given of such default to the Borrower, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Fannie Mae, as the lawful holder and owner of the Indebtedness, appointed FBT of Tennessee, Inc., to serve as Substitute Trustee in place of the Trustee in accordance with the terms of the Deed of Trust by instrument of record at Instrument No. 20090722-0068858 in the Register's Office for Davidson County, Tennessee; and

WHEREAS, in pursuance of said request of Fannie Mae, the said property was advertised for sale by the undersigned, in conformity with the terms and provisions of said Deed of Trust, by which advertisement the sale was appointed to be held on May 20, 2010, at 2:30 p.m. at the Davidson County Courthouse, Nashville, Davidson County, Tennessee; and

WHEREAS, Fannie Mae assigned the Note to TriTex Real Estate Advisors, Inc., a Delaware corporation (**"TriTex"**), and by Assignment of Multifamily Deed of Trust, dated May 14, 2010 and recorded at Instrument No. 20100520-0039100 on May 20, 2010 in said Register's Office, Fannie Mae assigned the Deed of Trust to TriTex; and

WHEREAS, the lawful holder of the Indebtedness directed the Substitute Trustee to sell the Property held as security under the Deed of Trust as provided therein and, in response to such directive, the Substitute Trustee caused (i) notice to be published in a newspaper that is published in Davidson County (where the sale is to be made) that the Property would be sold at the time, on the date and at the location in Davidson County appearing in the said notice or advertisement and (ii) sent a copy of such notice to the Borrower and following such notice, the default was not cured; and

WHEREAS, the Substitute Trustee at the time, date and location specified in said notices offered the Property for sale at public outcry to the highest and best bidder for cash (or credit upon the Indebtedness secured if the holder of the secured Indebtedness were the successful bidder), free from the equity of redemption and all other rights of redemption, statutory or otherwise, homestead, dower, and all other exemptions and marital rights, all of which are expressly waived by the Deed of Trust, and, at such sale, TriTex was the highest and best bidder and became the purchaser of the Property at and for the sum of SIX MILLION FOUR-HUNDRED NINETY-NINE THOUSAND TWO HUNDRED AND EIGHTY-EIGHT DOLLARS AND SIXTY-ONE CENTS ($6,499,288.61) by credit bid upon the Indebtedness (the **"Credit Bid Amount"**); and

WHEREAS, the Credit Bid Amount having been applied in payment of the advertising charges, attorneys' fees, and all other costs of sale, and the balance applied as payment or credit on the Note or notes thereby secured;

NOW, THEREFORE, the undersigned, as Substitute Trustee as aforesaid (hereinafter sometimes called **"Grantor"**), in consideration of the premises and the Credit Bid given, the receipt of which is hereby acknowledged, and in exercise of the power and authority vested in Substitute Trustee, and in bar of the equities of redemption, statutory redemption, dower and homestead, does hereby bargain, sell, transfer and convey unto TriTex, as grantee (the **"Grantee"**), the following described real estate in Davidson County, Tennessee (the **"Property"**):

Beginning at a point in the westerly right-of-way line of Patricia Drive, said point being the southeasterly corner of Lot No. 10 as shown on the Plan of Patricia Heights, Section One, of record in Book 2331, page 130-131, Register's Office for Davidson County, Tennessee, said point also being southerly 528 feet more or less from the centerline of Harold Drive; thence with said westerly right-of-way line the following calls: South 23 deg. 54 min. 56 sec. West, 98.22 feet to a point; with a curve to the left 261.75 feet to a point, said curve having a central angle of 28 deg. 29 min. 00 sec., a radius of 526.52 feet, a tangent of 133.64 feet and a chord of South 09 deg. 40 min. 26 sec. West, 259.06 feet; South 04 deg. 34 min. 04 sec. East, 143.09 feet to a point; South 04 deg. 08 min. 00 sec. East, 460.47 feet to a point; with a curve to the right 37.25 feet to a point in the northerly right-of-way line of Thompson Place, said curve having a central angle of 85 deg. 22 min. 21 sec., a radius of 25.00 feet, a tangent of 23.03 feet and a chord of South 38 deg. 33 min. 06 sec. West, 33.90 feet; thence, with said northerly right-of-way line South 81 deg. 14 min. 17 sec. West, 401.87 feet to a point; thence, continuing with said right-of-way line with a curve to the left 69.69 feet to a point; said curve having a central angle of 01 deg. 22 min. 54 sec., a radius of 2,889.79 feet, a tangent of 34.84 feet and a chord of South 80 deg. 32 min. 50 sec. West, 69.69 feet; thence, leaving said line with the easterly line of property conveyed to Juan Arnoldo Cruz by deed of record in Instrument No. 200403020023553, Register's Office for Davidson County, Tennessee, North 14 deg. 54 min. 00 sec. West, 167.15 feet to a fence corner; thence, with the northerly line of said Cruz property, South 73 deg. 06 min. 00 sec. West, 161.50 feet to a fence corner; thence, with the easterly line of property conveyed to Sell Excell, Inc. by deed of record in Instrument No. 200305200068414, Register's Office for Davidson County, Tennessee; Ernest C. and Patricia O. Kuhlo, by deed of record in Instrument No. 200212300162192, Register's Office for Davidson County, Tennessee; and SUSA-TN, LLC by deed of record as Instrument No. 200001102857, Register's Office for Davidson County, Tennessee, North 01 deg. 45 min. 34 sec. West, 692.29 feet to a point; thence with the southerly line of property conveyed to George Watkins by deed of record in Book 10462, page 926, Register's Office for Davidson County, Tennessee, North 59 deg. 15 min. 09 sec. East, 759.83 feet to a point in the westerly line of Lot No. 10 as shown on the Plan of Patricia Heights, Section One, of record in Book 2331, page 131, Register's Office for Davidson County, Tennessee; thence with said line, South 31 deg. 36 min. 00 sec. East, 174.66 feet to the point of beginning, containing 642,105 square feet or 14.74 acres, more or less, according to the survey by Wendell H. Talley, Sr., RLS No. 785, of Barge Waggoner Sumner & Cannon, Inc., dated November 12, 2004.

Being the same property conveyed to Woodhaven Apartments Joint Venture, a Tennessee joint venture having Ivywood, L.L.C., a Tennessee limited liability company, and Patricia Drive Apartments, LLC, a Tennessee limited liability company, as its joint venturerers by deed from Barrett B. Sutton, Jr., Trustee, with full power, of record in Book 9279, page 557, Register's Office for Davison County, Tennessee.

Said Property being known as and by the street number 1019 Patricia Drive, Nashville, Tennessee 37214.

The Property is being sold AS IS WHERE IS, without covenants, representations or warranties of any kind, including, but not limited to warranty of title, whether express or implied. Without limiting the foregoing, THE PROPERTY IS BEING SOLD WITHOUT ANY

IMPLIED WARRAANTIES OF MERCHATIBILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

TO HAVE AND TO HOLD the said Property, together with all improvements thereon as described above, free and clear of equities of redemption, statutory redemption, dower and homestead as provided in, but only to the extent provided in, the Deed of Trust. Further, Grantor, as Substitute Trustee, but not otherwise, hereby assigns and sets over to Grantee all rights and benefits of the covenants and warranties to Grantor made in the Deed of Trust in so far as it can as Substitute Trustee, but not further or otherwise.

This conveyance is made subject to all (i) liens, encumbrances, easements, restrictions, covenants, conditions and stipulations of record, (ii) any governmental laws, ordinances and regulations affecting the Property, (iii) any unpaid taxes or assessments owing on the Property, plus penalty and interest, if any, (iv) any rights of redemption or otherwise held by the Internal Revenue Service or the State of Tennessee, (v) rights or claims of parties in possession, (vi) encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey, and (vii) any and all other matters which take priority over the Deed of Trust under which the foreclosure sale was held.

IN WITNESS WHEREOF, the Grantor, as Substitute Trustee under the Deed of Trust, has caused this instrument to be executed on this the day and date first above written.

FBT OF TENNESSEE, INC.,
a Tennessee corporation and in
its capacity as Substitute Trustee
under the aforesaid Deed of Trust

John R. Wingo, Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Angela K. Beasley of the state and county aforesaid, personally appeared before John R. Wingo, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Vice President of FBT of Tennessee, Inc., the within named bargainor, Grantor and Substitute Trustee, a Tennessee corporation, and that he as such Vice President executed the within instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office this the 21st day of July, 2010.

ANGELA K. BEASLEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Angela K. Beasley
Notary Public

My Commission Expires:
March 4, 2013

My Commission Expires: March 4, 2013

STATE OF ~~CALIFORNIA~~ Georgia)
COUNTY OF ~~SAN DIEGO~~ Fulton)

I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for the transfer is $6,499,288.61.

TRITEX REAL ESTATE ADVISORS, INC.,
a Delaware corporation and Grantee

By: J. G. Winchester
~~J. Gregory Winchester~~
Secretary

Its: _____

Subscribed and sworn to before me this the 1st day of ~~June~~ July, 2010.

Evanthe Faye Papastathis
Notary Public

My Commission Expires:

2-22-2011

EVANTHE FAYE PAPASTATHIS NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES FEB. 22, 2011