BILL GARRETT, Davidson County
Trans:T20110007443 DEEDWARRSP
Recvd: 02/04/11 10:36 4 pgs
Fees:23.00 Taxes:8140.00
20110204-0010132

Special Warranty Deed

THIS INDENTURE is made and entered into as of the 3rd day of February, 2011 by and between **PL-APTS, LLC**, a Delaware limited liability company ("Grantor"), and **NOAH'S LANDING APARTMENTS, G.P.**, a Tennessee general partnership ("Grantee").

WITNESSETH that for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee the real estate situated and being in the County of Davidson, State of Tennessee described on Exhibit A hereto, together with all improvements and fixtures thereon.

TO HAVE AND TO HOLD the aforesaid real estate together with all improvements and fixtures thereon and appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee and Grantee's heirs and assigns in fee simple forever.

Grantor covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the real estate to the Grantee, its heirs and assigns, against the lawful claims of all persons claiming the same by, through, or under Grantor, but not further or otherwise; provided, however, that this conveyance is subject to those certain matters and conditions identified on Exhibit B attached hereto.

WITNESS the signature of Grantor, acting through its duly authorized representative, as of the day and year first above written.

PL-APTS, LLC
a Delaware limited liability company

By: Massachusetts Mutual Life Insurance Company
Its Member and Manager

By: Cornerstone Real Estate Advisers LLC
Its Authorized Agent

By: _____
Name: James A. Henderson
Title: Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD

Before me, Kellie J. Hoyt, a Notary Public in and for the state and county aforesaid, personally appeared James A. Henderson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the ~~managing director~~ vice president of Cornerstone Real Estate Advisers LLC, the authorized agent of Massachusetts Mutual Life Insurance Company, the member and manager of PI-APTS, LLC, a Delaware limited liability company the Grantor, that he/she as such ~~managing director~~ vice president of said authorized agent of such member and manager of Grantor, being duly authorized so to do, executed the foregoing instrument on behalf of Grantor for the purposes therein contained, by signing the name of Grantor by such member and manager by such authorized agent, by himself/herself as such ~~managing director~~ vice president.

WITNESS my hand and seal, at office, this 31st day of January, 2011.

Kellie J. Hoyt
Notary Public

My Commission Expires:

KELLIE J. HOYT
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2015

KELLIE J. HOYT NOTARY PUBLIC CONNECTICUT

Map and Parcel Number: 14900008600

Property Address:
2570 Murfreesboro Road
Nashville, Tennessee 37217

Name and Address of new owner:
Noah's Landing Apartments, G.P.
2570 Murfreesboro Pike
Nashville, Tennessee 37217

Mail tax bills to (Person or Agency Responsible for payment of taxes)

Noah's Landing Apartments, G.P.
2570 Murfreesboro Pike
Nashville, Tennessee 37217

This instrument prepared by:
W. Rowlett Scott
Burch, Porter & Johnson, PLLC
130 N. Court Ave.
Memphis, TN 38103

Return to:
Rudy, Wood, Winstead & Williams, PLLC
1812 Broadway
Nashville, TN 37203
Attention: Ashley S. Rudy, Esq.

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of property transferred, whichever is greater, is $2,200,000 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant
James A. Henderson
Vice President

Subscribed and sworn to before me this 31st day of January, 2011.

Kellie J. Hoyt
Notary Public

My Commission Expires:

KELLIE J. HOYT
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2015

KELLIE J. HOYT NOTARY PUBLIC CONNECTICUT

Exhibit A

Real Property Description

Land lying in the Second Civil District of Davidson County, Tennessee, and being more fully described according to a survey made by Charles B. Mosley, Jr., dated June 21, 1984, as follows:

Beginning at an iron pin on the northerly margin of Murfreesboro Pike, approximately 622 feet northwest of the intersection of the northerly margin of Murfreesboro Pike with the northerly margin of Rural Hill Road; thence, with Murfreesboro Pike, a curve to the left having a central angle of 04 degrees 52 minutes 09 seconds, radius of 1939.86 feet, 164.86 feet to an iron pin, the beginning of an offset in the right-of-way of Murfreesboro Pike; thence, with said offset, North 50 degrees, 42 minutes, 32 seconds East, 11.86 feet to an iron pin; thence, continuing with Murfreesboro Pike, a curve to the left having a central angle of 06 degrees 58 minutes 08 seconds, radius of 1959.86 feet, 238.38 feet to an iron pin; thence, North 50 degrees 52 minutes 24 seconds West, 31.17 feet to an iron pin; thence leaving Murfreesboro Pike, North 44 degrees 51 minutes 22 seconds East, 330.80 feet to an iron pin; thence North 50 degrees 52 minutes 24 seconds West, 82.23 feet to an iron pin; thence, North 45 degrees 20 minutes 39 seconds East, 837.97 feet to an iron pin; thence, South 41 degrees 40 minutes 39 seconds East, 73.07 feet to an iron pin; thence, North 70 degrees 20 minutes 50 seconds East, 53.38 feet to an Iron pin; thence, South 28 degrees 52 minutes 52 seconds East, 77.21 feet to an iron pin; thence, South 35 degrees 04 minutes 38 seconds West, 33.27 feet to a concrete monument; thence South 38 degrees 04 minutes 41 seconds West, 513.26 feet to a concrete monument; thence, South 50 degrees 32 minutes 58 seconds East, 199.95 feet to an iron pin in concrete; thence, South 38 degrees 39 minutes 02 seconds West, 665.90 feet to the point of beginning.

Being the same property conveyed to PL-APTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY by deed from W. ROWLETT SCOTT, SUCCESSOR TRUSTEE of record in Instrument 200812290122868 on 12/29/2008 and filed for record on 12/29/2008, Register's Office for DAVIDSON County.

Exhibit B

Schedule of Encumbrances

1. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.

2. Subject to all matters recorded in Plat Book 5190, Page 461, Register's Office for Davidson County, Tennessee.

3. Laundry Lease between Priest Lake Apartments and Laundries, Inc. of record in Book 11518, page 439, Register's Office for Davidson County, Tennessee.

4. Terms and Conditions of Rights retained for use of Private Disposal System as forth in Deed of record in Book 4401, Page 627, Register's Office for Davidson County, Tennessee.

5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage as shown of record in Book 5377, Page 637, Register's Office for Davidson County, Tennessee.

6. Covenants, conditions and restrictions as set forth in instrument recorded in Book 1533, page 235, in the Register's Office for Davidson County, Tennessee.

7. County of DAVIDSON taxes for the year 2011 and subsequent years, a lien not yet ascertainable, due or payable, which grantee assumes and agrees to pay.

8. Any rights of residential tenants in possession and otherwise pursuant to their unrecorded residential leases.

9. Any discrepancies, conflicts in boundary lines, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.

10. Any zoning, subdivision, environmental or other laws applicable to the property.