Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Walter's of Brentwood, Ltd. P.O. Box 576 310 Wilson Pike Circle Brentwood, Tennessee 37027	SAME	171-150
This instrument prepared by: Boult, Cummings, Conners & Berry, 21st Floor, First American Center, Nashville, TN 37238		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 ($10.00) DOLLARS cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Thoroughbred, Inc., a Tennessee corporation (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto the said Walter's of Brentwood, Ltd. (the "Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson and Williamson Counties, State of Tennessee, described in Exhibit A which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year which have been prorated between the parties.

2. Matters shown on Exhibit B which is attached hereto and incorporated herein by reference.

3. Declaration of Restrictive Covenants dated November 30, 1983 contained in instrument of record in Book 6185, page 274 Register's Office for Davidson County, Tennessee, and Book ___, page ___, Register's Office for Williamson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $496,845.36.

Affiant

Subscribed and sworn to before me this 30th day of November, 1983.

Notary Public
My Commission Expires: 11-1-87

6235 12/01 1304.19- CHECK

This is unimproved property.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, Grantee's successors and assigns, forever.

Grantor covenants with Grantee that the Property is free from all encumbrances made by Grantor, except as may be set forth herein.

And Grantor does covenant and bind itself, to warrant and forever defend the title to the Property to the said Grantee, his and assigns against the lawful claims of all persons claiming by, through, or under Grantor, but without any other warranty.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 30th day of November, 1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

THOROUGHBRED, INC.

By: George A. Volkert

George A. Volkert, President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Andrea Barach, a Notary Public of the State and County aforesaid, personally appeared George A. Volkert, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Thoroughbred, Inc., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 30th day of November, 1983.

Andrea Barach

Notary Public

My Commission Expires: 11-1-87

EXHIBIT A

SURVEYOR'S DESCRIPTION
LOT 6
MARYLAND FARMS, EAST PARK

A tract of land in the First Civil District of Davidson County and the Fifteenth Civil District of Williamson County, Tennessee, being a portion of East Park planned unit development of Maryland Farms, and being more particularly described as follows:

Beginning in Davidson County at a point in the southerly margin of Old Hickory Boulevard as widened, said point being 90' southwest of the original centerline of Old Hickory Boulevard, and S 88° 19' 23"E, 45.6 feet from the centerline extended of south Hillview Drive;

Thence, with said widened road margin, of record in Plat Book 5200, Page 480, R.O.D.C., Tennessee, S 88° 19' 23"E, 267.05 feet to a point;

Thence, leaving said margin of road S 3°, 31' 18" W, crossing the Davidson-Williamson County Line into Williamson County at 213.73 feet and continuing on, in all, 364.38 feet to a point;

Thence; N 86° 28' 42"W, 195.00 feet to a point in the easterly margin of proposed East Park Drive;

Thence, with said easterly margin of proposed road as follows:
N3°31'18"E, 23.71 feet to a point;

Northwesterly with a curve to the left, crossing the Davidson-Williamson County Line into Davidson County at 130.02 feet and continuing on, in all, 210.02 feet to a point, said curve having a central angle of 25°25'22" and a radius of 473.32;

N21°54'04"W, 50.00 feet to a point;

Northwesterly with a curve to the right, 70.07 feet to a point, said curve having a central angle of 19°09'24" and a radius of 209.57;

Northeasterly with a curve to the right, 24.72 feet to the point of beginning, said curve having a central angle of 94°25'17" and a radius of 15.00 feet;

Containing 1.901 acres, more or less, being divided as follows:
1.206 acres, more or less, in Davidson County and 0.695 acre more or less, in Williamson County, and being part of property conveyed to Maryland Farms Associates by deed from James M. Ward, Executor, as of record in Deed Book 5660, Page 757, R.O.D.C., Tennessee and volume 374, Page 577, R.O.W.C., Tennessee.

Being a portion of the same property conveyed to Thoroughbred, Inc. by special warranty deed from Maryland Farms Associates of record in Book 6157, page 508, Register's Office for Davidson County, Tennessee, and Volume 458, page 825, Register's Office for Williamson County, Tennessee.

EXHIBIT B

The aforedescribed property is subject to the following:

1. Ingress-egress and public utility easement 12.5 feet in width, adjacent to and parallel with the southerly boundary.

2. Drainage easement 10 feet in width adjacent to and parallel with the easterly boundary.

3. Public utility easement 20 feet in width adjacent to and parallel with the northerly boundary.

4. Sign easement in the northwest corner.

5. Each owner or successive owner shall have a nonexclusive easement over the property of the other within Maryland Farms, East Park, Planned Unit Development, other than areas covered by any structure, for purposes of ingress and egress to and from their respective premises, for purposes of transversing the property and for purposes of parking on any paved areas designated for parking. This non-exclusive easement shall not apply to areas upon which any structures are located.

H 0 9 3 8 9

IDENTIF. REFERENCE

RUSH

DEC 1 11 20 AM '83

WILLIAMSON COUNTY REGISTER
DAVIDSON, TENN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6185 PAGE 307

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

496845.36- CAMT.
1291.68 CSTAX
.50 PRFEE
12.00 WDEED
CHECK 1304.18-
6235A12/01/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 9 3 8 9

IDENTIF. REFERENCE

DEC 1 11 20 AM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 996944