THIS INSTRUMENT PREPARED BY:
JOHN M. BAIRD
3305 West End Avenue
Nashville, TN 37203

ADDRESS NEW OWNERS:	PERSON RESPONSIBLE FOR PAYMENT OF TAXES:	MAP-PARCEL NOS.
HBO Group, a partnership 4913 NOLENSVILLE ROAD NASHVILLE, TN 37211	New Owner	Map 161-14-A Parcels 5CO, 6CO, and 19CO

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, paid by HBO GROUP, a partnership composed of Leon Hampton, Dorris Barnes, and Roy B. Osborne, hereinafter referred to as "Grantee," RUCKER, LTD., a Tennessee limited partnership hereinafter referred to as "Grantor," has this day bargained and sold and does hereby transfer and convey unto the said Grantee, its successors and assigns, certain real estate in Davidson County, Tennessee, described as follows:

> BEING Lots 5, 6, and 19 on the Plan of Thrible Springs Estates, Phase I, of record in Plat Book 6900, page 312, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description thereof.
>
> Being part of the same property conveyed to Rucker, Ltd., a Tennessee limited partnership, by Warranty Deed from Andrew G. Rucker, Sr., and wife, Sarah V. P. Rucker, of record in Book 7143, page 941, Register's Office for Davidson County, Tennessee.

This is improved property known as Lots 5, 6, and 19 on the Plan of Thrible Springs Estates, Phase I.

TO HAVE AND TO HOLD, the said real estate, with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, its successors and assigns, forever, Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except for (i) 1988 Metropolitan Government of Nashville and Davidson County, Tennessee, real property taxes; (ii) the provisions of a Planned Unit Development Overlay District, enacted by Zoning Ordinance No. 85-1109, of the Metropolitan Government of Nashville and Davidson County, Tennessee; (iii) the rights of W. J. Guthrie, if any, to a road as reserved in a Warranty Deed dated January, 1908, and recorded May 6, 1935, in Book 972, page 69, Register's Office for Davidson County, Tennessee; (iv) a cemetery easement created by a certain family graveyard located within Thrible Springs Estates, together with rights of ingress and egress thereto, as reserved in Minute Book J, page 353, Register's Office for Davidson County, Tennessee; (v) Declaration of Restrictive Covenants for Thrible Springs Estates, of record in Book 7231, page 59, Register's Office for Davidson County, Tennessee; and (vi) matters shown on the Plan of Thrible Springs Estates, Phase I, of record in Book 6900, page 312, Register's Office for Davidson County, Tennessee.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Despite this conveyance, Grantor retains the right of approval over plans and specifications for structures to be constructed on the lots transferred by this Deed. By its acceptance of this Deed, the Grantee accepts and acknowledges the retention of these approval rights.

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed on this 29th day of February, 1988.

RUCKER, LTD., a Tennessee limited partnership

By: Andrew G. Rucker, Sr.
Andrew G. Rucker, Sr., general partner

By: Harry P. Duncan
Harry P. Duncan, general partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, John M. Baird, a Notary Public of the State and County aforesaid, Andrew G. Rucker, Sr., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and to further acknowledge that he is a general partner of Rucker, Ltd., a Tennessee limited partnership, and is authorized by Rucker, Ltd., to execute this instrument on behalf of Rucker, Ltd.

Witness my hand, at office, this 29th day of February, 1988.

Notary Public

My Commission Expires:

5-13-90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, John M. Baird, a Notary Public of the State and County aforesaid, Harry P. Duncan, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and to further acknowledge that he ia a general partner of Rucker, Ltd., a Tennessee limited partnership, and is authorized by Rucker, Ltd., to execute this instrument on behalf of Rucker, Ltd.

Witness my hand, at office, this 29th day of February, 1988.

Notary Public

My Commission Expires:

5-13-90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $87,000.00.

Ray L. Osborne
AFFIANT

Subscribed and sworn to before me this 24th day of February, 1988.

Notary Public

My Commission Expires:

5-13-90

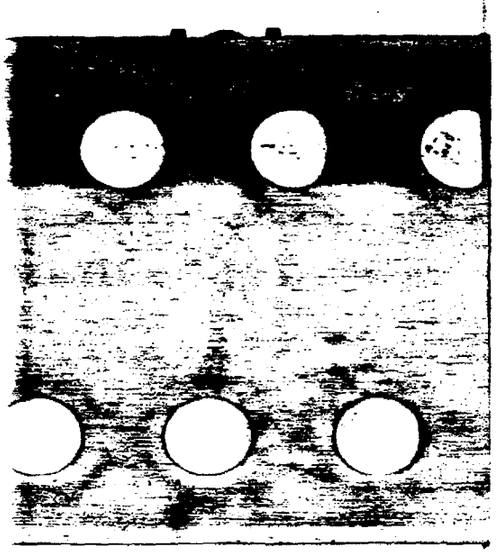
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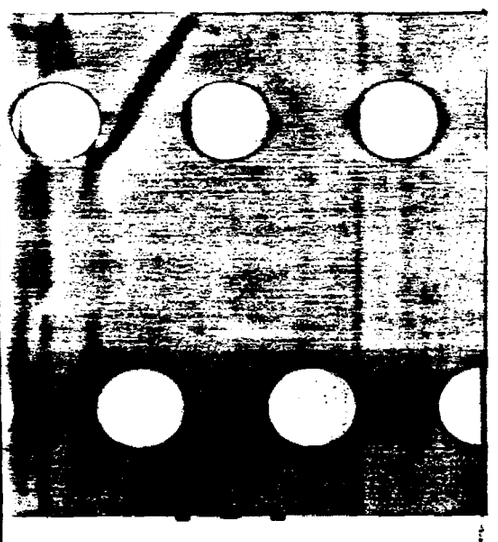
IDENTIFICATION REFERENCE

MAR 3 3 37 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

253.10 03CHECK 0101 87/03





OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7483 PAGE 497

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	87000.00
CON TX	243.60
PRFEE	0.50
WDEED	9.00
TOTAL	253.10
CHECK	253.10

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/03/88 01 15:40 0001 2656

009860

IDENTIFICATION REFERENCE

MAR 3 3 37 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 67342