This Instrument Was Prepared By:
George E. Mudter, Jr., Esq.
Trabue, Sturdivant & DeWitt
25th Floor, Nashville City Center
511 Union Street
Nashville, Tennessee 37219

BOOK 7761 PAGE 365

Address New Owner(s):
Dukes & Dukes
Development Corporation
4524 Harding Road
Suite B-100
Nashville, TN 37205

Send Tax Bills to
New Owner

Map: 168
Parcel: Part of 35

0548 01/30 0101 03CHECK 114.47

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, MARILYN E. MEADORS, (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to FRANK GUZIKOWSKI (the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit: MEM

All those tracts or parcels of land described in Exhibit A attached hereto.

This conveyance is made subject to: (1) Taxes for 1989 which have been prorated and assumed by the Grantee; and (2) All matters of records at the Register's Office for Davidson County, Tennessee

This is unimproved property.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever.

AND 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 as herein set out. 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.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 26 day of January, 1989.

Marilyn E. Meadors
MARILYN E. MEADORS

05085

IDENTIFICATION REFERENCE

JAN 30 3 30 PM '89

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Marilyn E. Meadors, the bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE, TENNESSEE, this 26TH day of January, 1989.

John V. Adams
Notary Public

JOHN V. ADAMS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 7-13-91

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $30,896.30.

MPS

Affiant

Subscribed and sworn to before me, this 26th day of January, 1989.

Joan Patterson
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 11-12-89

TRACT I

Beginning at a point in the northerly margin of South Harpeth Road, said point being the south west corner of the Ollie Meadors tract, of record in Deed Book 3186, Page 54, of the Registers Office for Davidson County, Tennessee,
Thence North 20° 23' 07" East, 289.74 feet to a point,
Thence North 16° 36' 13" East, 528.04 feet to the True Point of Beginning.
Thence North 30° 02' 52" East, 194.92 feet to a point,
Thence North 43° 29' 40" East, 493.17 feet to a point,
Thence North 87° 06' 54" East, 297.97 feet to a point,
Thence North 76° 32' 16" East, 363.00 feet to a point,
Thence South 84° 43' 44" East, 363.00 feet to a point,
Thence North 88° 33' 58" East, 419.13 feet to a point,
Thence South 82° 43' 04" East, 210.22 feet to a point,
Thence South 79° 45' 49" East, 114.29 feet to a point,
Thence South 72° 41' 56" East, 102.81 feet to a point,
Thence South 69° 14' 50" East, 409.99 feet to a point,
Thence South 39° 55' 51" West, 51.16 feet to a point,
Thence South 52° 30' 08" West, 25.50 feet to a point,
Thence North 69° 14' 50" West, 377.66 feet to a point,
Thence North 72° 41' 56" West, 96.38 feet to a point,
Thence North 79° 45' 49" West, 108.17 feet to a point,
Thence North 82° 43' 04" West, 203.08 feet to a point,
Thence South 88° 33' 58" West, 417.89 feet to a point,
Thence North 84° 43' 44" West, 355.55 feet to a point,
Thence South 76° 32' 16" West, 357.93 feet to a point,
Thence South 87° 06' 54" West, 276.44 feet to a point,
Thence South 43° 29' 40" West, 465.15 feet to a point,
Thence South 50° 54' 36" West, 191.17 feet to the True Point of Beginning, containing 196,890.68 square feet or 4.5200 Acres.

TRACT II

Beginning at a point in the northerly margin of South Harpeth Road, said point being the south east corner of the Ollie Meadors Tract, record in Deed Book 3186, Page 54, of the Registers Office for Davidson County, Tennessee,
Thence North 20° 23' 07" East, 289.74 feet to the True Point of Beginning,
Thence North 16° 36' 13" East, 528.04 feet to a point,
Thence North 50° 54' 36" East, 191.17 feet to a point,
Thence North 43° 29' 40" East, 465.15 feet to a point,
Thence North 87° 06' 54" East, 231.93 feet to a point,
Thence South 43° 29' 40" West, 788.82 feet to a point,
Thence South 16° 36' 13" West, 465.90 feet to a point,
Thence North 76° 11' 12" West, 180.22 feet to the True Point of Beginning, containing 206,864.91 square feet or 4.7490 Acres

Being part of the property conveyed to Ollie B. Meadors, Jr. and wife, Marilyn E. Meadors by deed from William Alley Greer, Archie T. Greer, Ida Lou Greer Moss, Elizabeth Lee Greer White, Harvey C. Greer, Irby Greer James and Ben F. Greer of record in Book 3186, page 54, Register's Office for Davidson County, Tennessee, the said Ollie B. Meadors, Jr. having since died.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVE

EXHIBIT "A"

The Real Estate Contract and Option Agreement by and between Ollie Meadows (signed by Marilyn E. Meadors), Seller, and South Harpeth Farms Corporation (Grantees assignor), Purchaser, as amended, pursuant to which this conveyance is made, provides in part as follows:

As additional consideration to the Seller, Purchaser agrees to provide Seller with one point of driveway access (the "Access Point") to the roadways of the development to be known as South Harpeth Farms under the following terms and conditions:

i. The Access Point to the South Harpeth Farms development shall be at a place mutually agreed upon by the Purchaser and Seller so long as it is at a point where property retained by the Seller adjoins the South Harpeth Farms property. The Access Point is to provide a utility easement to include water & electricity should those services be available.

ii. The Access Point shall be treated in the same manner as a driveway entrance to the roadways of South Harpeth Farms and shall be governed accordingly to restrictive covenants of South Harpeth Farms as said restrictive convenants are put to record in the Register's Office of Davidson County, Tennessee.

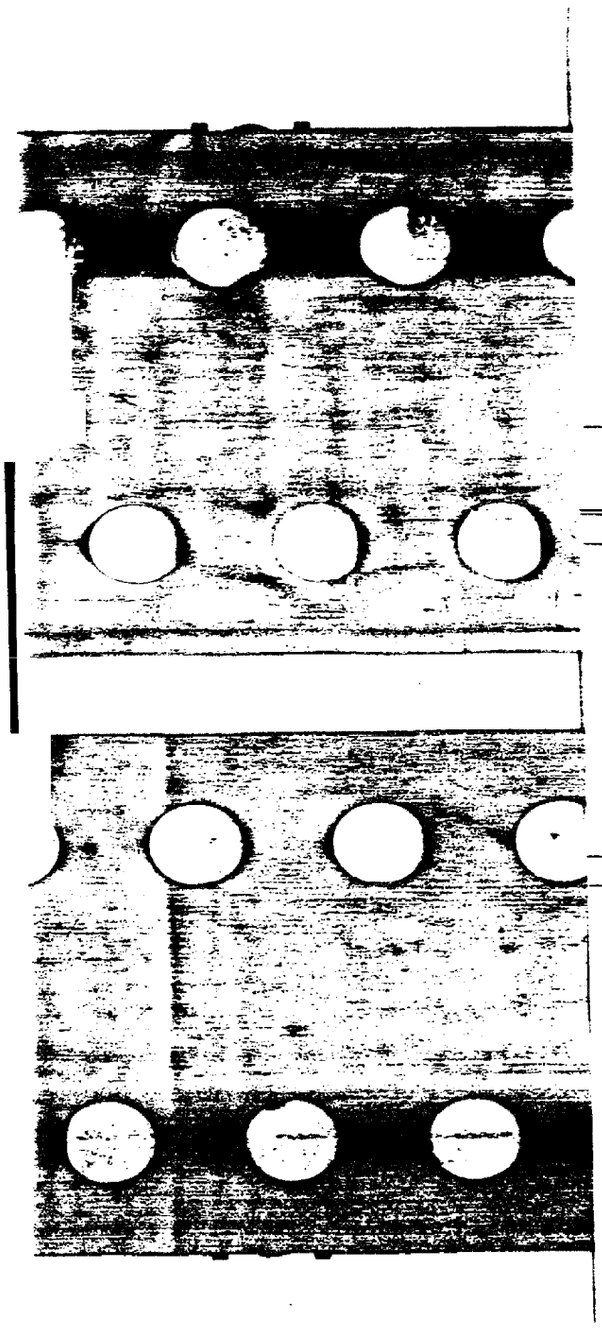
iii. The Access Point shall provide access to the roadways of South Harpeth Farms. Said dwellings are to each be on lots of no smaller than five acres and all shall become subject to the restrictive covenants of South Harpeth Farms as said restrictive covenants are put to record in the Register's Office of Davidson County, Tennessee. To insure compliance, Seller agrees to record with the Register's Office of Davidson County, Tennessee, said restrictive covenants of South Harpeth Farms as additional restrictions against the property now owned by Sellers that will be served by the Access Point. Seller agrees to record said restrictive covenants at the same time they are recorded by Purchaser as restrictions against the property known as South Harpeth Farms. Should Seller or its successors at any time fail to comply with this section, then the Access Point shall revert back to Purchasers or its successor who shall have the absolute right to close the Access Point and deny access through it to the roadways of South Harpeth Farms.

iv. Seller agrees to record with the Register's Office of Davidson County, Tennessee, the restrictive covenants of South Harpeth Farms as additional restrictions against the property retained by Seller.

v. Provisions to enforce this section shall be provided where applicable in the deed from Seller.

vi. Seller shall have the right to unilaterally renounce her right to driveway access and avoid the obligation to impose restrictive covenants but retain the right to connect to public utilities, both as hereinbefore set forth.

It is expressly understood and agreed that said agreement is part of the consideration for this deed.



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

RECEIVED OF _____

FOR _____

BOOK 7761 PAGE 309

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

CAMT 30896.30
CON TX 101.97
PRFEE 0.50
WDEED 12.00
TOTAL 114.47
CHECK 114.47

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05085

IDENTIFICATION REFERENCE

JUN 30 3 30 PM '89

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

06/30/89 01 15:32 0001 0548

No. 177146