RECORDERS MEMO
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Box 60

This Instrument Prepared By:
BOTTORFF, KAVIN & COOK, PLC
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027
(615) 371-0800

SPECIAL WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map-Parcel No.
Southfork Development, Ltd 6009 Beltline Road, Suite 100 Dallas, TX 75231	Owner	176-00-0-016.00

BOOK 11194 PAGE 664

STATE OF ~~TENNESSEE~~ TEXAS
COUNTY OF ~~WILLIAMSON~~ DALLAS

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $ 786,748.00.

VICKI MERKLER
Notary Public, State of Texas
My Commission Expires
July 7, 2001

Affiant

Subscribed and sworn to before me this 2nd day of NOVEMBER, 1998.

Notary Public

My Commission Expires:

_____

****

FOR AND IN CONSIDERATION OF Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **T & T PARTNERS I, a Texas general partnership,** ("Grantor") by these presents does hereby transfer, sell and convey to SOUTHFORK DEVELOPMENT, LTD., a Texas limited partnership ("Grantee") its successors and assigns, a certain tract or parcel of real property located in DAVIDSON County, State of Tennessee, and all improvements located thereon (such land and improvements are hereinafter collectively referred to as the "Property"), more particularly described on Exhibit A attached hereto.

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN VERBATIM

BEING part of the same property conveyed to T & T Partners I, a Texas general partnership, by deed from Southern Development Corporation, of record in Book 9616, page 481, and re-recorded in Book 9668, page 701, and as corrected in Book 9701, page 443, and FURTHER BEING part of the same property conveyed to the said T & T Partners I, by Successor Trustee's deed recorded at Book 9656, page 488, as corrected in Book 9701, page 443, Register's Office for Davidson County, Tennessee.

For the same consideration, Grantor hereby transfers to Grantee without warranty or recourse of any kind, either express or implied, except for the warranty that Grantor has not previously transferred the same to any other party, all of Grantor's right, title and interest (if any) in and to the rights and appurtenances pertaining solely to the Property, including any right, title and interest of Grantor in and to all oil, gas and other mineral rights and in and to the centerline of adjacent roads, streets, alleys or rights-of-way to the extent that the same relate to the Property.

This Special Warranty and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to those certain title exceptions set forth in Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and in fact, affect the Property.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever, subject to the exceptions set forth on the attached "Exhibit B"; and the Grantor does hereby covenant with Grantee that it is lawfully seized and possessed

of the said land in fee simple, has a good right to convey it, and the same is unencumbered except for those matters herein mentioned.

AND the Grantor does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the said real property to the said Grantee and its successors and assigns, against the lawful claims of all persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject to the exceptions set forth on the attached Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand to be effective as of the 2nd day of November, 1998.

BOOK 11194 PAGE 665

GRANTOR:

T & T PARTNERS I, a Texas general partnership

By: TWD TENNESSEE, LTD., a Texas limited partnership, its Managing General Partner

By: TAYLOR-DUNCAN INTERESTS, INC., its sole general partner

By: Larry R. Taylor
Name: LARRY R. TAYLOR
Title: President

STATE OF TEXAS)
COUNTY OF DALLAS)

Personally appeared before me, Vicki Merkler, a Notary Public in and for said county and state, the within named Larry R. Taylor, with whom I am personally acquainted and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained and further acknowledged Taylor-Duncan Interests, Inc., a Texas corporation, to be the sole general partner of TWD Tennessee, Ltd., a Texas limited partnership, and that said limited partnership is the managing general partner of T & T Partners I, a Texas general partnership, and is authorized by said partnership to execute this instrument on behalf of said partnership's general partner.

AS PRESIDENT OF TAYLOR-DUNCAN INTERESTS, INC.
BY DELEGATION

WITNESS my hand and seal at office on this 2nd day of November, 1998.

My Commission Expires:

_____

Vicki Merkler
Notary Public

_____
Typed/Printed Name of Notary

VICKI MERKLER
Notary Public, State of Texas
My Commission Expires
July 7, 2001

EXHIBIT A
TO SPECIAL WARRANTY DEED
T & T PARTNERS I, TO SOUTH FORK DEVELOPMENT LTD.

33.22 acre Tract
Legal Description

"Tract 5"

A parcel of property located in the 29th Councilmanic District of Nashville, Davidson County, Tennessee, being Parcel 16 as shown on Davidson County property Map 235, being further described according to a boundary survey prepared by Wamble & Associates, PLLC, dated February 10, 1998, as follows:

Beginning at an iron rod (new), said rod being at the intersection of the easterly right-of-way line of Lavergne-Couchville Pike and the southerly right-of-way line of Maxwell Road;

THENCE, with said Maxwell Road southerly right-of way line south 86 degrees, 29 minutes 45 seconds east 1133.96 feet to an iron pipe (old), said pipe also being the northwestern corner of property conveyed to Leslie F. Vantrease, as of record in Deed Book 4063, page 299, R.O.D.C. TN;

THENCE, leaving said Maxwell Road southerly right-of-way line and following said Vantrease westerly line south 10 degrees 09 minutes 04 seconds west 1150.40 feet to an axle (old), said axle being the southwesterly corner of said Vantrease property and also being the northwesterly corner of Lot 197 on a Plat of Hickory Woods Estates, Section "C" as of record in Plat Book 6900, page 886, R.O.D.C. TN;

THENCE, leaving said Vantrease westerly line and following said Hickory Woods westerly line south 09 degrees 40 minutes 06 seconds west 320.09 feet to an iron rod (new) said rod also being the northeasterly corner of property conveyed to Harrial Wayne Barrett as of record in Deed Book 8012, page 373, R.O.D.C. TN.;

THENCE, leaving said Hickory Woods Estates westerly line and following said Barrett's northerly line north 79 degrees 21 minutes 17 seconds west 951.89 feet to an iron rod (new), said rod being in the easterly right-of-way line of said Lavergne-Couchville Pike;
THENCE, leaving said Barrett's northerly line and following said Lavergne Couchville Pike's easterly right-of-way line with a curve to the left having a radius of 2107.92 feet, an arc length of 305.02 feet, a central angle of 08 degrees 17 minutes 26 seconds and a chord bearing and distance of north 05 degrees 46 minutes 23 seconds east 304.75 feet to an iron rod (new);
THENCE, north 01 degrees, 37 minutes 40 seconds east 1038.52 feet to the point of beginning. Containing 1,446.920 square feet or 33.22 acres.
According to Boundary Survey, Hickory Woods - Tract 5 by Wamble & Associates, PLLC, dated February 10, 1998, revised August 4, 1998, revised October 1, 1998, revised October 7, 1998 revised October 15, 1998, Jack Whitson, Registration No. 1732, and Jimmy C. Yates, Registered Land Surveyor, Tennessee No. 1597.

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EXHIBIT B
TO SPECIAL WARRANTY DEED
T & T PARTNERS I, TO SOUTH FORK DEVELOPMENT LTD.

33.22 Acre Tract

Permitted Encumbrances

BOOK 11194 PAGE 667

1. Property Taxes for 1998 and subsequent years to the Metropolitan Government of Nashville and Davidson County, Tennessee, a lien now due and payable, but not yet delinquent

2. Shortages in area.

3. Subject to all matters shown on Boundary Survey of Hickory Woods - Tract 5, dated February 10, 1998, revised August 4, 1998, revised October 1, 1998, revised October 7, 1998, revised October 15, 1998, revised October 30, 1998, by Wamble & Associates, PLLC, Jack Whitson, Registration No. 1732, and Jimmy C. Yates, Registration No. 1597.

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0509805
IDENTIFICATION REFERENCE
98 NOV -6 PM 2:57
BILL GARNELL REGISTER
DAVIDSON COUNTY, TN.
4085 11/06 0101 03CHECK 2929.97

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

Book 11194, Page 668

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

BOOK 11194 PAGE 668

MISC - MISCELLANEOUS
STATE - STATE ARCHIVES
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT	786748.00
CON TX	2910.97
PRFEE	1.00
WDEED	16.00
CFEE	2.00
TOTAL	2929.97
CHECK	2929.97

11/06/98 01 14:57 0001 4085

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0509805
IDENTIF. & REFERENCE

98 NOV -6 PM 2:57

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

No. 1369215