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

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	176-05-0-b 166.00CO

BOOK 11194 PAGE 669

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 $ 297,250.00 .

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

Affiant

Subscribed and sworn to before me this 24 day of NOVEMBER, 1998.

Vicki Merkler
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 the same property conveyed to T & T Partners I, a Texas general partnership, by deed from Creekside at Hickory Woods, LTD, a Florida limited partnership, of record in Book 10574, page 359, 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 3rd day of November, 1998.

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, ~~Larry R. Taylor~~ 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.
THE BOARD MINOR.

WITNESS my hand and seal at office on this 3rd 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 SOUTHFORK DEVELOPMENT LTD.

12.49 acre Tract
Legal Description
Hickory Woods Estates, Section C, Phase II

BOOK 11194 PAGE 671

A parcel of land located in the 29th Councilmanic District of Nashville, Davidson County, Tennessee, being Parcel 166 as shown on Nashville Davidson County Property Map 167-5-B, also being Phase II on the Final Plat of Hickory Woods Estates, Section "C" as of record in Plat Book 6900, page 885, Register's Office for Davidson County, Tennessee, 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) in the southerly right-of-way line of Hickory Woods Drive, said iron rod also being the northwesterly corner of Lot 1 on the Plat of Hickory Woods Estates, Section "C", as of record in Plat book 6900 page 885, R.O.D.C., TN;
THENCE, leaving said right-of-way line and following the south line of said Section "C" south 31 degrees 09 minutes 57 seconds east 113.58 feet to an iron rod (new);
THENCE, south 61 degrees, 33 minutes 36 seconds east 125.22 feet to an iron rod (new);
THENCE, north 58 degrees 50 minutes 03 seconds east 188.81 feet to an iron rod (new);
THENCE south 82 degrees 14 minutes 38 seconds east 249.16 feet to an iron rod (new);
THENCE north 36 degrees 07 minutes, 37 seconds east 145.25 feet to an iron rod (new);
THENCE, south 39 degrees 07 minutes 28 seconds east 376.18 feet to an iron rod (new), being in the southerly most corner of Lot 23 on said plat of Hickory Woods Estates, Section "C";
THENCE, south 01 degrees 44 minutes 23 seconds west 120.01 feet to a point in Hurricane Creek;
THENCE, with said creek north 88 degrees 15 minutes 36 seconds west 198.38 feet to a point;
THENCE, south 69 degrees 56 minutes 28 seconds west 862.00 feet to a point;
THENCE, leaving said creek north 46 degrees 08 minutes 36 seconds west 603.25 feet to an iron rod (new) in the southerly right-of-way line of Hickory Woods Drive;
THENCE, following said southerly right-of-way line north 71 degrees 47 minutes 22 seconds east 165.32 feet to an iron rod (new);
THENCE, with a curve to the left having a radius of 948.73 feet, an arc length of 214.51 feet, a central angle of 12 degrees 57 minutes 18 seconds, a chord bearing and distance of north 65 degrees 18 minutes 42 seconds east 214.06 feet to an iron rod (new);
THENCE, north 58 degrees 50 minutes 03 seconds east 227.61 feet to the point of beginning. Containing 543,663 square feet or 12.49 acres. According to Boundary Survey, Hickory Woods Estates , Section "C", Phase II by Wamble & Associates, PLLC, dated February 10, 1998, revised August 4, 1998, revised October 1, 1998, revised October 7, 1998 revised October 15, 1998, Jimmy C. Yates, Registered Land Surveyor, Tennessee No. 1597.

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

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

12.49 Acre Tract

BOOK 11194 PAGE 672

Permitted Encumbrances

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. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hickory Woods, and By-Laws of Hickory Woods Estates Homeowners Association filed of record in Book 9678, pages 187 through 232, Register's Office for Davidson County, Tennessee, as amended by that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions dated October 28, 1998, executed by T & T Partners I, a Texas general partnership, as "Declarant" and duly filed of record in Book 11180, Page 802-803, Register's Office for Davidson County, Tennessee.

3. Subject to electric utility easement shown on the Plan of Hickory Woods Estates, Section C, of record in Book 6900, page 885, Register's Office for Davidson County, Tennessee.

4. Sewer easement granted in Book 4435, page 20, Register's Office for Davidson County, Tennessee.

5. Easement for sanitary sewers and/or storm drainage of record in Book 7145, page 614, Register's Office for Davidson County, Tennessee.

6. Easement for the flow of the waters of Hurricane Creek, and the rights of the public therein. Rights of upper and lower riparian owners to the flow of the waters of Hurricane Creek, free from diminution or pollution. Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of Hurricane Creek.

7. Shortages in area.

8. Subject to all matters shown on Boundary Survey Hickory Woods Estates Section "C", Phase II, 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, TN R.L.S. No. 1732 and Jimmy C. Yates, TN R.L.S. No. 1597.

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

0509806
RECEIVED FOR REFERENCE
98 NOV -6 PM 2:58
BILL GARNETT REGISTER
DAVIDSON COUNTY, TN.
4086 11/06 0101 03CHECK 1118-83

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

RECEIVED OF _____

FOR _____

BOOK 11194 PAGE 673

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	
				297250.00
			CON TX	1099.83
			PRFEE	1.00
			WDEED	16.00
			CFEE	2.00
			TOTAL	1118.83
			CHECK	1118.83
		11/06/98	01	14:58 0001 4086

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0509806
IDENTIF. & REFERENCE

98 NOV -6 PM 2:58

BILL GARNETT REGISTER
DAVIDSON COUNTY, TN.

No. 1369216