(3)

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

BOOK 11585 PG. 770

SPECIAL WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map-Parcel No.
Holigan Homes Tennessee, LTD 6009 Beltline Rd Suite 100 Dallas, Tx 75231	Owner	~~175~~ Part of 176-5/166

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $ 36,000.00.

Affiant

Subscribed and sworn to before me this 20th day of July, 1999.

Notary Public

My Commission Expires:

July 15, 2001

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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 HOLIGAN HOMES TENNESSEE, 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 as follows:

BEING Lot No. 16, on the Plan of Hickory Woods Section A, of record in Plat Book 6900, page 511, Register's Office for Davidson County, Tennessee, reference to which is hereby made for a more complete description thereof.

AND

BEING Lot No. 104 on the Plan of Section One, Hickory Woods East, of record in Plat Book 6900, page 510, Register's Office for Davidson County, Tennessee, reference to which is hereby made for a more complete description thereof.

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.

This is unimproved property.

This conveyance is subject to: Property taxes for 1999 and subsequent years; The plan of record at Plat Book 6900, page 885, 886, and 887, R.O.D.C.T.; The planof record at Plat Book 6900, page 510, the Plan of record at Book 6900, page 511; Amended and Re-Stated Restrictive Covenants of record at Book 9678, page 187; Bylaws of the Hickory Woods Homeowners Association, of record at Book 7932, page 648, as corrected in Book 9616, page 470, Book 9616, page 477, Book 9678, page 213, and Book 9764, page 44, R.O.D.C.T.; and easements and assignments of public record, Register's Office for Davidson County, Tennessee.

For the same consideration, Grantor further transfers to Grantee all of Grantor's rights, titles and interests (if any) appurtenant solely to the Property (including any rights of Grantor to water service, sewer

service and other utility services) without warranty of any kind, either express or implied, except that Grantor has not previously transferred the same to any other party.

This Special Warranty and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described herein, to the extent the same are validly existing and applicable to the Property (herein referred to collectively as the "Permitted Encumbrances").

TO HAVE AND TO HOLD the said property, with the appurtenances, estate, title and interest thereto belonging to Grantee, HOLIGAN HOMES TENNESSEE, LTD., its successors and assigns forever.

AND the Grantor does hereby covenant with HOLIGAN HOMES TENNESSEE, LTD. 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 HOLIGAN HOMES TENNESSEE, LTD. 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 Permitted Encumbrances.

IN WITNESS WHEREOF, I have hereunto set my hand as of this the 19th day of JULY, 1999.

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: John L. Summitt

Print Name: John L. Summitt Title: Vice President

STATE OF TEXAS)
COUNTY OF DALLAS)

Personally appeared before me, Sarah C. Richard, a Notary Public in and for said county and state, the within named John L. Summitt, 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.

WITNESS my hand and seal at office on this 19th day of July, 1999.

My Commission Expires:

SARAH C. RICHARD
Notary Public, State of Texas
My Commission Expires 09-30-01

Sarah C. Richard
Notary Public

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11585 PG. 772

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	CFEE	- COMPUTER FEE	PRFEE	- PROBATE FEE

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REGISTER'S OFFICE
99 JUL 23 PM 1:57

[illegible]

[illegible] 3:000.00
[illegible] 133.20
[illegible] 1.00
[illegible] 3.00
[illegible] 3.00
TOTAL 144.20
CHECK 144.20
[illegible] CK - 1400 0001 130P

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1494598