BOOK 7070 PAGE 759

39

STATE OF TENNESSEE
COUNTY OF

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 300,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF December 19 86

Notary Public

MY COMMISSION EXPIRES 1-18-87

NOTARY PUBLIC DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY

Cumberland Valley Title, Inc. (NAME) 1114 17th Ave. S., Suite 105 Nashville, TN 37212 (ADDRESS)

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
National Convenience Stores, Inc. (NAME)	Same (NAME)	Map 128
P.O. Box 758 (NAME)		Parcel 149
100 Waugh Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Houston, TX 77007 (CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Willie E. Moss, Jr., and wife, Joyce Marie Moss, and Willie E. Moss, Sr., and wife, Dorothy Moss,

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO-WIT

Land in Davidson County, Tennessee, being Lot No. 1 of the Moss Property Subdivision of record in Book 6900, page 144, Register's Office for Davidson County, Tennessee, and described according to a survey by Anderson-Delk & Associates, Inc., dated September 11, 1986, as follows, to-wit:

Beginning at a point on the westerly margin of Old Hickory Boulevard, said point being the most Southeasterly corner of the herein described tract and the most Northeasterly corner of the Old Hickory Ltd. tract as of record in Book 6565, page 546, Register's Office Davidson County, Tennessee, thence with the common line of the herein described tract and the said Old Hickory Ltd. Property North 86° 18' 38" West a distance of 300.00 feet to a point; thence leaving the Northerly line of said Old Hickory, Ltd. Property and severing said Moss Property North 05° 02' 13" East a distance of 200.00 feet to a point; thence continuing South 86° 16' 49" East a distance of 300.00 feet to a point on the Westerly margin of Old Hickory Boulevard; thence with the Westerly margin of Old Hickory Boulevard, and with a curve to the left having a radius of 1,462.39 feet, a delta angle of 7° 50' 09", a chord bearing of South 5° 02' 17" West, and an arc length of 200.00 feet to the point of beginning, containing 1.37 acres, more or less.

Being a part of the same property conveyed to the grantors herein by deed of record in Book 4638, page 156, Register's Office for Davidson County, Tennessee.

SEE ATTACHED EXHIBIT "A" FOR RESTRICTION OF THIS DEED.

unimproved ( )
This is improved ( ) property, known as (House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever, and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 16th day of December, 1986

Willie E. Moss Jr. Willie E. Moss Sr.

Joyce Marie Moss Dorothy Moss

BOOK 7070 PAGE 760

STATE OF TENNESSEE
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Willie E. Moss, Jr., and wife, Joyce Marie Moss, and Willie E. Moss, Sr., and wife, Dorothy Moss,

~~or proved to me on the basis of satisfactory evidence~~ the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 16th day of December 1986.

Commmission expires 1-18-87

Notary Public

STATE OF TENNESSEE

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath) (their several oaths) acknowledged (himself) (themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he) (they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____

Notary Public

WARRANTY DEED

FROM

TO

Furnished by:
Lawyers Title
of Middle Tennessee, Inc.

One Eleven Union St.
Nashville, TN 37201
(615) 242-1708

EXHIBIT "A"

BOOK 7070 PAGE 761

This conveyance is made and accepted by the Grantor upon each of the following conditions and restrictive covenants which shall be binding upon and enforceable against the said Grantor, his successors and assigns and each of them as follows:

There will be no construction and operation of a convenience-type food store having sixteen thousand (16,000) square feet or less in its building area, nor the construction and/or operation of any facility selling or distributing gasoline on any land now or hereafter owned or controlled directly or indirectly by Grantor within a radius of one-half (1/2) mile of the property herein conveyed in this deed.

If any or any part of the land now or hereafter owned or controlled directly or indirectly by Grantor within a radius of one-half (1/2) mile of the property herein conveyed in this deed is sold, there shall be a provision stating that no convenience-type food store having sixteen thousand (16,000) square feet or less in the building area and/or any facility selling or distributing gasoline shall be constructed, operated or maintained on any of the property.

7 3 3 9 0.

IDENTIFICATION REFERENCE

Dec 16 12 42 PM '86

RECORDER'S OFFICE
DAVIESS COUNTY, IN

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

RECEIVED OF _____

FOR _____

BOOK 7070 PAGE 762

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
			[illegible]	
			[illegible]	
			.50 [illegible]	
			[illegible]	
			CHECK 343.00-	
			7004312/[illegible] DAL .50	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

73390

IDENTIFICATION REFERENCE

Dec 16 12 42 PM '86

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 23376