Map 26 Parcel 120

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THIS INSTRUMENT PREPARED BY: *
Sherry Hammer Kesterson, Esq. *
Long, Ragsdale & Waters, P.C. *
P. O. Box 90384 *
Knoxville, TN 37990 *
*

OWNER: *
Taco Bell Corp. *
17901 Von Karman *
Irvine, CA 92714-6212 *

Bal 28

o o O o o

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $325,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Nella S. Hunt
Affiant

Subscribed and sworn to before me this 1st day of July 1987.

Betty B. Simmons
Notary Public

My commission expires: May 13, 1990

o o O o o

WARRANTY DEED

THIS INDENTURE, made this 29th day of June, 1987, between RIVERGATE PROPERTIES, LTD., a Tennessee limited partnership, Grantor, and TACO BELL CORP., a California corporation, Grantee.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and for good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee the following described premises, with the hereditaments and appurtenances thereto appertaining, to-wit: Situate in the Second Civil District of Metropolitan Nashville in Davidson County, Tennessee, and being more particularly described on Exhibit A attached hereto (sometimes hereinafter referred to as the "premises").

PROVIDED, HOWEVER, that this conveyance is subject to the restriction that Grantee shall maintain the premises and operate its restaurant business thereon with standards of quality consistent with the national restaurant chain of Grantee, such restriction to be operative so long as Grantee owns the premises.

TO HAVE AND TO HOLD the said premises to the said Grantee, its successors and assigns forever.

And Grantor, for itself, its representatives, successors and assigns does hereby covenant with Grantee, its representatives, successors and assigns, that Grantor is lawfully seized in fee simple of the premises herein conveyed; has full power, authority and right to convey the premises; that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever; and that the premises are free from all encumbrances except for the lien of current ad valorem real property taxes, and those encumbrances and restrictions set forth on Exhibit B attached hereto.

1 The entity responsible for payment of real estate taxes:

Taco Bell #3539
c/o Nationwide Appraisal Company, Inc.
National Community Bank Building
Fair Lawn, New Jersey 07410

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT A HERETO. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

IN WITNESS WHEREOF, the Grantor has executed this instrument this the date first above written.

RIVERGATE PROPERTIES, LTD.,
By its two (2) general partners:

(a) RIVERGATE CORPORATION
By J. Michael Parish
J. Michael Parish
Its President

(b) SC INVESTMENT COMPANY
By J. Michael Parish
J. Michael Parish
Its President

STATE OF TENESSEE

COUNTY OF KNOX

Before me, David Wilson Long, of the state and county aforesaid, personally appeared J. Michael Parish, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be President of Rivergate Corporation, a Tennessee corporation, which is a General Partner of RIVERGATE PROPERTIES, LTD., the within named bargainor, a Tennessee limited partnership, and that he as such President of the General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation (as General Partner) by himself as President.

WITNESS my hand and seal this 29th day of June, 1987.

Notary Public

My commission expires: 4-23-91

STATE OF TENNESSEE

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COUNTY OF KNOX

Before me, DAVID WILSON LONG, of the state and county aforesaid, personally appeared J. Michael Parish, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be President of SC Investment Company, a corporation, which is a General Partner of RIVERGATE PROPERTIES, LTD., the within named bargainor, a Tennessee limited partnership, and that he as such President of the General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation (as General Partner) by himself as President.

WITNESS my hand and seal this 29 day of June, 1987.

D. Wilson Long
Notary Public

My commission expires: 4-23-91

shk10.deed

EXHIBIT A
(Property Description)



BEING all of Lot No. 1 on the Plan of Revised Final Plat Rivergate Properties, Ltd., of record in Book 6250, page 919, Register's Office for Davidson County, to which plan reference is made for a more particular description.

Being part of the same property conveyed to Rivergate Properties, Ltd., of record in Book 6597, page 474, Book 6506, page 950, and Book 6594, page 662, all in the Register's Office for Davidson County, Tennessee.

dw1234.misc

Exhibit B

1. Matters shown on survey of Ragan, Smith, Murphy & Associates, Inc., dated August 30, 1985, as revised by matters shown on the Plan of Revised Final Plat - Rivergate Properties, Ltd., of record in Book 6250, Page 919, in the Register's Office for Davidson County, Tennessee.

2. Reciprocal Easement and Development Agreement recorded in Book 6859, Page 802, in the Register's Office for Davidson County, Tennessee.

3. Amended Property Use Restrictions dated May 5, 1986, amending Property Use Restrictions set forth in instrument dated August 29, 1985, which Amended Property Use Restrictions is of record in Book 6852, Page 560, in the Register's Office for Davidson County, Tennessee.

4. Declaration of Easements and Covenants recorded in Book 6726, Page 400, as amended by instrument recorded in Book 6852, Page 537, both in the Register's Office for Davidson County, Tennessee.

5. Storm Water Detention Agreement of record in Book 6681, Page 580, and in Book 6815, Page 342, both superseded by instrument of record in Book 6848, page 703, all in the Register's Office for Davidson County, Tennessee.

dw132.misc

4 1 9 2 6

IDENTIFICATION REFERENCE

JUL 1 3 27 PM '87

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

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| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

325000.00- CAPITL
910.00 CSTAX
.50 PRFEE
15.00 MORTG
CHECK 925.50-
5564A07/01/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4 1 9 2 6

IDENTIFICATION REFERENCE

JUL 1 3 27 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 99749