BOOK 7374 PAGE 590

Map 75-10
Par 213 Jo

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by the hereinafter named Grantee, and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, WAL-MART PROPERTIES, INC., a Delaware corporation (hereinafter referred to as the "Grantor"), has bargained and sold, and by these presents does sell and convey unto QUAKER STATE MINIT-LUBE, INC., a Delaware corporation with offices at 1385 West 2200 South, Salt Lake City, Utah 84119 (hereinafter referred to as the "Grantee"), its successors and assigns forever, a certain tract or parcel of land situated in Davidson County, State of Tennessee, described as follows, to-wit:

> Lot No. 5 on the Plan of Wal-Mart Center of record in Plat Book 6900, Page 237, in the Register's office of Davidson County, Tennessee, being more particularly described by metes and bounds on Exhibit A attached hereto and made a part hereof.
>
> Being a portion of the property conveyed to Wal-Mart Properties, Inc., a Delaware corporation, by deed from Texas Commerce Bank National Association, a national banking association, and Texas Commerce Funding Company, a Delaware corporation, of record in Book 6778, Page 799, Register's office for Davidson County, Tennessee.
>
> The land conveyed hereby shall only be used for purposes typically found in a retail shopping center and for no other purpose without the written consent of Grantor or its successors, which consent will not be unreasonably withheld. Furthermore, the land conveyed hereby will not be used for taverns, bars, night clubs, dance halls, movie theaters, bowling alleys, adult bookstores, or any other business whose principle income is from the sale of alcoholic beverages, entertainment, or amusements. All said covenants, conditions, and restrictions shall remain in effect so long as Grantor or affiliated company, or the successors or assigns of Grantor operates either a retail or wholesale business adjacent to the land conveyed hereby.

together with the appurtenances, hereditaments, estate, title and interest thereto appertaining, to have and to hold the property to the Grantee, its successors and assigns, forever.

GRANTOR reserves unto itself, its successors, and assigns from the conveyance made hereby a perpetual, exclusive easement for remote signage over and upon that portion of the land conveyed hereby as described on Exhibit B attached hereto and made a part hereof. All signage to be installed within the easement area shall always be subject to Grantee's prior written approval, which approval shall not be unreasonably withheld, and which approval shall be based upon the size, location, effect of visibility to Grantee's signage, and other factors which Grantee determines will inhibit exposure to Grantee's sign and/or building.

The Grantor, for itself and for its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, that the Grantor is lawfully seized and possessed of the property in fee simple; that the Grantor has full power, authority and right to sell and convey the property; and that the property is free from all encumbrances, except for easements and restrictions which appear of record in the Register's Office for Davidson County, Tennessee; except for title to any portion of the property embraced within the bounds of any roads; and except for the lien for real property taxes, which for 1987 are being prorated to the date hereof and being assumed by Grantee. The Grantor covenants and binds itself, its successors and assigns, to warrant and defend the title to the property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever.

Whenever in this instrument a pronoun is used, it shall be construed to include the masculine, feminine or neuter gender, and the singular number shall include the plural, all as the context may require.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 2nd day of October, 1987.

WAL-MART PROPERTIES, INC.

By: _____
THOMAS P. SEAY
Senior Vice-President

ATTEST:

_____
Assistant Secretary

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS P. SEAY, and Michael B. Nelson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon their oaths, acknowledged themselves to be Senior Vice-President and Assistant Secretary of WAL-MART PROPERTIES, INC., the within named bargainor, a corporation, and that they as such Senior Vice-President and Assistant Secretary, being authorized so to do, executed the within instrument for the purposes contained therein by signing the name of the corporation by themselves as such Senior Vice-President and acknowledging as such Assistant Secretary.

Witness my hand and seal of office this 2nd day of October, 1987, at Bentonville, Arkansas.

My Commission expires: April 13, 1995.

_____
NOTARY PUBLIC

EXHIBIT A

Attached to and made a part of that certain General Warranty Deed dated Oct. 2, 1987, from Wal-Mart Properties, Inc., as Grantor, to Quaker State Minit-Lube, Inc., as Grantee:

Metes and Bounds description of Lot 5, Wal-Mart Shopping Center.

Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, located east of Old Hickory Boulevard (State Route 45) and south of Lebanon Road (U.S. Highway 70), more particularly described as follows:

BEGINNING at a point in the southerly margin of Lebanon Road located 680 feet, more or less, northeast of the easterly boundary of the Seaboard System Railroad property, said point being the northwesterly property corner of James E. Nichols, et ux., as of record in Book 5492, Page 1, R.O.D.C.;

THENCE, leaving said margin, S 55° 02' E, 102.10 feet;

THENCE, S 17° 57' E, 224.00 feet;

THENCE, S 66° 52' 36" W, 120.42 feet to the easterly margin of a proposed drive;

THENCE, northerly with said drive with a curve to the left having a central angle of 42° 06' 56", a radius of 100.00 feet, and an arc length of 73.51 feet;

THENCE, with a curve to the left having a central angle of 23° 30' 00", a radius of of 185.00 feet, and an arc length of 75.88 feet;

THENCE, N 43° 32' W, 110.00 feet to the southerly margin of Lebanon Road;

THENCE, with said margin, N 34° 58' E, 126.00 feet to the point of beginning.

Containing 0.77 acres, more or less, subject to easements, restrictions, and encumbrances of record.

EXHIBIT B

Attached to and made a part of that certain General Warranty Deed dated October 2, 1987, from Wal-Mart Properties, Inc., as Grantor, to Quaker State Minit-Lube, Inc., as Grantee:

Remote Signage Easement Reserved By Grantor

A portion of Lot 5 on the Plan of Wal-Mart Center of record in Plat Book 6900, Page 237. Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, located east of Old Hickory Boulevard (State Route 45) and south of Lebanon Road (U.S. Highway 70), more particularly described as follows:

BEGINNING at a point in the southerly margin of Lebanon Road located 554 feet, more or less, northeast of the easterly boundary of the Seaboard System Railroad property;

THENCE, N 34° 58' 00" E, 16 feet along the southerly margin of Lebanon Road;

THENCE, S 43° 32' 00' E, 43 feet;

THENCE, S 46° 28' 00" W, 15 feet to the southerly boundary of Lot 5, Wal-Mart Shopping Center;

THENCE, N 43° 32' 00" W, 39.5 feet more or less to the point of beginning for this easement.

This instrument prepared by:

David L. Myers
Wal-Mart Properties, Inc.
701 S. Walton Blvd.
Bentonville, Arkansas 72716

BOOK 7374 PAGE 504

After recording return to:

Land Address: Vacant land near
Old Hickory Blvd
& on Lebanon Rd.

State Tax: _____

Registrar's Fee: _____

Recording Fee: _____

TOTAL: _____

Buyer Tax Bill:
Quaker State Minit-Lube, Inc.
1385 West 2200 South
Salt Lake City, Utah
84119

STATE of Tennessee)
)SS
COUNTY OF Davidson)

AFFIDAVIT

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of property transferred, whichever is greater, is $225,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT:

BY: _____

SUBSCRIBED AND SWORN TO before me this 8 day of October, 1987.

_____
Notary Public

My Commission Expires:
My Commission Expires July 1[illegible]

LINDA PRITCHETT
NOTARY PUBLIC
STATE AT LARGE
STATE OF TENNESSEE

72564

IDENTIFICATION REFERENCE

Oct 8 10 22 AM '87

DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

BOOK 7374 PAGE 565

RECEIVED OF _____

FOR _____

7256

IDENTIFICATION REFERENCE

OCT 8 10 23 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

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

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

224000.00- CAMT.
630.00 CSTAX
.50 PRFEE
15.00 WDEED
CHECK 645.50-
1012A10/08/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7256

IDENTIFICATION REFERENCE

OCT 8 10 23 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 24501