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Box 14

FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $251,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF August, 1988.

Notary Public

MY COMMISSION EXPIRES: 5/23/92

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Denney, Lackey & Chernau, P. O. Box 3429, Nashville, Tennessee 37219-0429
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
S & S Parts Distributors (NAME)	Same (NAME)	60
P.O. Box 26006 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	pt of 78
Raleigh NC 27611 (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, Charles W. Hawkins, III, Trustee, with full power to transfer, sell, convey, mortgage or otherwise encumber without the joinder of any beneficary

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO S & S Parts Distributors Warehouse, Inc.

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. 14, Brick Church Business Park, Phase One-A of record in Book 6200, page 781, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

Being part of the same property conveyed to Charles W. Hawkins, III, Trustee with full power to transfer, sell, convey mortgage or otherwise encumber without joinder of any beneficary by deed from Capitol Properties, a joint venture composed of Lincoln Funding Corporation a Tennessee Corporation and Robert F. Lance and wife, Lyde C. Lance as of record in Book 7265, page 969, said Register's Office.

This conveyance is made subject to the following:

The Plan of record in Book 6200, page 781, said Register's Office, shows an Owner's Certificate, a 20 foot public utility and drainage easement running along the easterly lot line, a 5 foot public utility and drainage easement on the east & south lot lines and a 5 X 25 foot anchor easement on west lot line and an overhang easement on the northwesterly lot line.

Easement for Sanitary Sewer and/or Storm Drainage as of record in Book 6695, page 60, said Register's Office.

Declaration of Protective Covenants attached as Exhibit "A".

This is ~~improved~~ unimproved 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 ~~his~~ hand this 30th day of August, 19 88

Charles W. Hawkins, III, Trustee

Charles W. Hawkins, III, Trustee

STATE OF TENNESSEE
Davidson County

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Charles W. Hawkins, III, Trustee

the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 30th day of August, 1988.

Notary Public

Commission Expires 3/13/89

STATE OF TENNESSEE
Davidson County

Before me, _____ a Notary Public in and for the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____ a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and official seal at _____, _____, this _____ day of _____, 19___.

_____ Notary Public

Commission Expires _____

WARRANTY DEED

FROM Charles W. Hawkins, III, Trustee

TO S & S Parts Distributors Warehouse, Inc.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

6 4 7 2 7

IDENTIFICATION

SEP 2 3 12 PM '88

EXHIBIT "A"

DECLARATION OF PROTECTIVE COVENANTS

This Declaration Of Protective Covenants (the "Declaration") is made and published this _____ day of _____, 1988 by Brick Church Business Park ("Brick Church"), a Tennessee general partnership and Nashville Tenn. Associates, a New York general partnership.

W I T N E S S E T H:

WHEREAS, Brick Church is the owner of certain real property (the "Brick Church Property") located in Nashville, Davidson County, Tennessee and described on "Exhibit A" attached hereto and made a part hereof. Brick Church plans to develop the Brick Church Property as a first class industrial park; and

WHEREAS, Nashville Tenn. Associates is the owner of certain real property (the "Nashville Tenn. Associates Property") located in Nashville, Davidson County, Tennessee and described on "Exhibit B" attached hereto and made a part hereof. The Nashville Tenn. Associates Property is bordered on the west, south and east by the Brick Church Property; and

WHEREAS, Brick Church and Nashville Tenn. Associates desire to establish these protective covenants to regulate the use and occupancy of the Brick Church Property and the Nashville Tenn. Associates Property (hereinafter referred to collectively as the "Property") and to preserve and protect the value of the Property for the benefit of Brick Church and Nashville Tenn. Associates and any subsequent purchasers of any right, title or interest in the Property or any part, subdivision or resubdivision thereof.

NOW, THEREFORE, in consideration of the premises and mutual benefits inuring to the future owners of the Property (including Brick Church and Nashville Tenn. Associates), Brick Church and Nashville Tenn. Associates hereby subject the Property to the following covenants, it being intended that the covenants shall be construed as covenants running with the land binding upon all parties now having, or hereafter acquiring, any right, title or

interest in the Property or any part, subdivision or resubdivision thereof.

ARTICLE I

ARCHITECTURE, MAINTENANCE AND USE RESTRICTIONS

Section 1. Approval of Construction and Design. All buildings and structures shall be of such kind and quality as to be in keeping with present day construction methods in the Nashville, Davidson County, Tennessee area. No temporary buildings shall be permitted.

Any party now having, or hereafter acquiring any right, title or interest in the Property or any part, subdivision, or re-subdivision thereof and desiring to construct thereon any improvement - including but not limited to grading, buildings, signs, drainage, paving, loading docks, driveways, parking facilities, exterior lighting, fencing, landscaping - (hereinafter "Party Intending to Construct") shall first submit architectural and/or engineering plans and specifications including specification for building materials, colors, and signs to Brick Church for its approval, not to be unreasonably withheld. No such improvements shall be constructed, installed, erected, placed or altered on any portion of the property until such plans and specifications and a Plot Plan showing the location, grade, and elevation of the proposed improvements have been submitted to and approved by Brick Church or such agent as it may designate. The location(s) of all driveways or access roads into a roadway, street or major road are subject to approval by Brick Church.

Brick Church shall have forty-five (45) days from the receipt of the plans, specifications and working drawings to approve or disapprove same. Brick Church shall be deemed to have approved the plans, specifications and working drawings if no written response is received by the parties submitting same within forty-five (45) days following the receipt of said plans, specifications and working drawings by Brick Church.

Section 2. A Party Intending to Construct shall cause to be prepared, by a professional landscaping architect, a detailed landscaping plan for the landscaping of the property owned by such party, which plans shall be submitted to Brick Church for approval in writing, and upon such approval such plans shall be carried out in detail. Any unimproved area within a building site shall be landscaped adequately and attractively with lawn, trees, shrubs and other plantings. Brick Church shall have forty-five (45) days from receipt of the landscaping plan to approve or disapprove same. Brick Church shall be deemed to have approved the landscaping plan if no written response is received by the party submitting same within forty-five (45) days following the receipt of the landscaping plan by Brick Church.

Section 3. No exterior storage of scrap metal, refuse, garbage, building materials, or other like matter shall be permitted, provided, however, trash may be stored in proper closed containers therefor such as compactor containers or dumpsters which shall be emptied regularly and maintained in a proper, sanitary, and sightly condition. Trash containers and any other like equipment or structures on ground level shall be screened by landscaping or an acceptable material compatible with the major exterior material of the building and hidden from view.

No incinerator shall be kept, used or maintained on any portion of the Property.

Each owner or occupant of any part of the Property must at all times keep and maintain the premises, building, improvements, and appurtenances in a safe, clean and wholesome condition which complies in all respects with governmental, health, and police requirements. The removal of undergrowth, grass, weeds, debris, rubbish, trash, excess dirt, industrial waste or garbage and any other unsightly material from a lot shall be done by the occupant or owner. If such owner or occupant fails to do so, after a reasonable written notice, Brick Church may, if reasonably

necessary for the safe, clean or healthful condition of the Property, remove any of such things and charge the occupant or owner the cost of such removal.

Section 4. Adequate off-street parking shall be provided on each parcel or lot for employees, customers and invitees of the business conducted thereon, as required by the off-street parking ordinances of the local government of Nashville Metropolitan Government and Davidson County, Tennessee, all in accordance with a parking plan to be submitted to Brick Church to be approved or disapproved by Brick Church in writing. Brick Church shall have forty-five (45) days from receipt of the parking plan to approve or disapprove same. Brick Church shall be deemed to have approved the parking plan if no written response is received by the parties submitting same within forty-five (45) days following the receipt of the parking plan by Brick Church.

Section 5. All buildings shall be set back such minimum distances from roadways or streets, or from a property line, as shall be shown by building limit lines designating such set-back distances on the recorded plat of Brick Church Business Park and on recorded plats of any portion or all of the Property or any revisions of said plats.

Section 6. Until the control and maintenance thereof becomes the legal responsibility of the Nashville Metropolitan Government and Davidson County, Brick Church shall regulate and control the traffic (including the direction of flow) on such roadways and streets, and Brick Church shall be responsible for the maintenance and repair on all streets and roadways intended for the common use of the public and/or businesses occupying a portion of the Property.

ARTICLE II.

GENERAL PROVISIONS

Section 1. Duration. This Declaration Of Protective Covenants shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their grantees, successors and assigns for twenty-five (25) years from the date hereof. At the expiration of said term, they may be renewed for any additional period of time upon the vote of the parties owning at least one-half of the entire land area of the Property.

Section 2. Easements. Any purchaser of a portion of the Property shall execute all easements reasonably necessary and required by Brick Church or a utility company for the further development of the Property; provided, however, that any such easement shall not unreasonably interfere with the purchaser's intended use of its Property. Such easements shall be permanent, shall provide for adequate ingress and egress, shall provide reasonably necessary rights to maintain, cut down or trim trees, and shall contain such limitations on construction or improvements of any kind on the easement as may be reasonably necessary.

Section 3. Amendment. This Declaration Of Protective Covenants may be amended at any time and from time to time during the term of same by vote of parties owning at least two-thirds of the entire land area of the Property.

Section 4. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of the protective covenants contained herein, it shall be lawful for any other party now having, or hereafter acquiring, any right, title or interest in the Property or any part, subdivision or resubdivision thereof to bring an action against the violating party at law or in equity for any claim which these covenants may create in such party either to prevent violation of these covenants or to recover damages on account thereof.

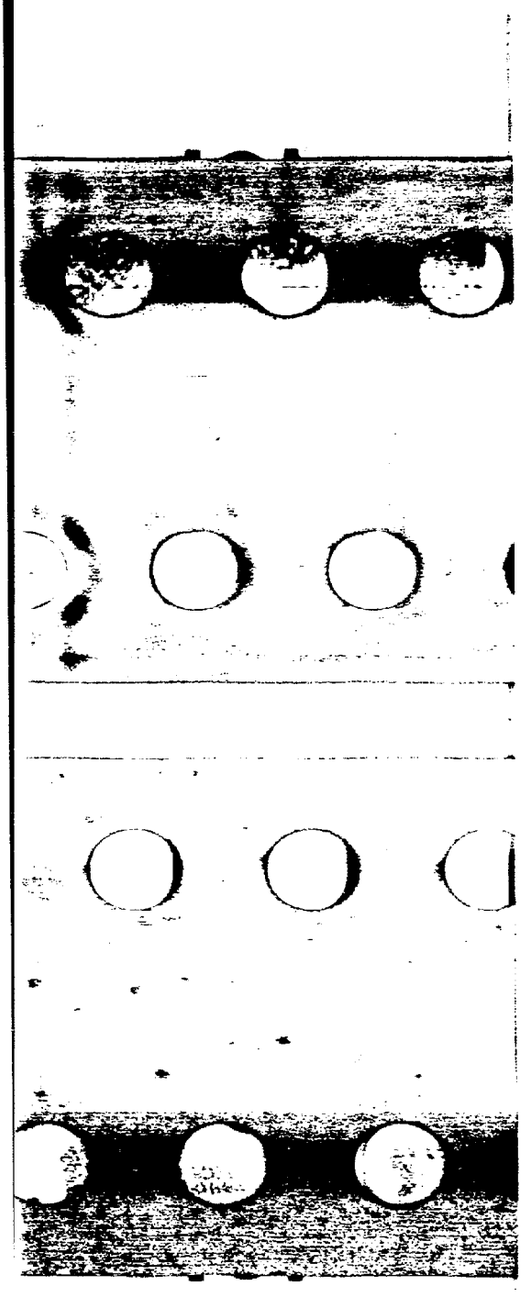
Section 5. Waiver. The failure of any party now having or hereafter acquiring any right, title or interest in the Property or any part, subdivision or resubdivision thereof to bring an action against any party violating the provisions of this Declaration of Protective Covenants to enforce its provisions pursuant to Section 4 of Article II herein shall not be deemed a waiver of any party's right to enforce the provisions contained herein as to that specific violation or any other violation by the same or other party either of the same or different nature.

Section 6. Approvals. Brick Church may, at any time and from time to time, delegate all or any of its duties to such of its personnel or to third parties, as it may elect. All approvals to be obtained from Brick Church as established by this Declaration shall be subject to the reasonable discretion of Brick Church.

Section 7. Headings and References. Paragraph headings are inserted herein for convenience and shall not, in any way, be construed as defining, limiting, extending or otherwise modifying the particular paragraphs to which they refer.

All references herein to the masculine, feminine or neuter gender shall be deemed to refer to all genders. In like manner, all references to the singular shall be deemed to include the plural, and all references to the plural shall be deemed to include the singular.

Section 8. Invalidity of any Provisions of These Covenants. If any provision of these covenants is held to be invalid for any reason by any Court having jurisdiction over same, such holding shall not affect the validity of the remaining provisions hereof, it being intended that all covenants contained herein shall be severable from each other.



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 TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6 4 7 2 7

TENTIFF JEFFERSON

SEP 2 3 12 PM '88

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY

CAMT	251000.00
CON TX	828.30
PRFEE	0.50
WDEED	24.00
TOTAL	852.80
CHECK	852.80

09/02/88 01 15:12 0001 3771

No. 130837