File 33

This Instrument Prepared By:
Sam D. Hodges, III
Grissim and Hodges, Attorneys
323 Union Street
Nashville, TN 37201

WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map/Parcel No.:
Mr. Lube U.S. 16945 Northchase Drive Suite 2100 Houston, Texas 77060	SAME	34-6-42

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SHARONDALE PROPERTIES, a Tennessee General Partnership (the "Grantor"), has bargained and sold and by these presents does transfer and convey unto MR. LUBE U.S., a Texas General Partnership (the "Grantee"), its successors and assigns, that certain land in Davidson County, State of Tennessee, being more particularly described as follows:

Being a tract of land in the Tenth Councilmanic District of Davidson County, Tennessee, and being Lot 6 on Revision to the Resubdivision of Lot 5 of the Revised Master Plat of Rivergate Place, a commercial planned unit development as of record in Plat Book 6200, page 793, R.O.D.C. (the "Revised Plat of Rivergate Place"), and described as follows:

From the centerline of Gallatin Pike southeasterly an approximate distance of 705.04 feet along the east margin of the 85 foot R.O.W. of Myatt Drive to the point of beginning of this description, said point being an iron pin and the southwest corner of Lot 4 on the Resubdivision of Lots 4 and 5 of the Revised Master Plan of Rivergate Place; thence, along the southerly margin of Lot 4, N 54 degrees 28 minutes 01 seconds E, a distance of 85.92 feet to a point; thence S 35 degrees 31 minutes 57 seconds E, a distance of 17.00 feet to a point; thence N 54 degrees 28 minutes 00 seconds E, a distance of 116.00 feet to a point; thence, S 35 degrees 31 minutes 57 seconds E, a distance of 129.0 feet to a point; thence S, 54 degrees 20 minutes 00 seconds W, a distance of 193.37 feet to a point on the east margin of Myatt Drive; thence, along the east margin of Myatt Drive along a curve to the right with a radius of 5689.63 feet a distance of 146.25 feet to the point of beginning, and containing 0.618 acres more or less.

Being part of the same property conveyed to Sharondale Properties by deed from The County Bank of record in Book 6675, page 227, said Register's Office.

TOGETHER WITH (1) a permanent non-exclusive easement for ingress and egress to the above-described property (hereinafter "Lot 6"), on, over and across that portion of Lot 5 on the Revised Plat of Rivergate Place ("Lot 5"), which is shown cross-hatched on Exhibit "A"; (2) a permanent non-exclusive easement for ingress and egress to Lot 6 on, over, across and through all of the other driveways as may be located from time to time on Lot 5 and the curb cuts and approaches on or adjacent to Lot 5; and (3) all of Grantor's right, title and interest in and to the easements and other rights in respect to Lot 4 of the Master Plat of Rivergate Place, recorded in Book 6900, page 310, Register's Office for Davidson County, Tennessee ("R.O.D.C."), granted to Grantor pursuant to Reciprocal Easement Agreement by and between Grantor and Payless/Cashways, Inc. recorded in Book 7246, page 187, R.O.D.C., as amended in Book 7485, page 492, and further amended in Book 7763 page 383, R.O.D.C., and Book 7763 page 385, R.O.D.C. (such Reciprocal Easement Agreement as so amended, is hereinafter referred to as the Reciprocal Easement), but only to the extent that such easements and rights benefit the above-described property, and expressly reserving to Grantor the concurrent right in common with Grantee to use and enjoy all such easements and rights for the benefit of Grantor's adjoining property, Lot 5.

TO HAVE AND TO HOLD Lot 6 and such easements and rights, as aforesaid (collectively the "Property"), with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever. And Grantor does covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered, except for the Reciprocal Easement.

And Grantor does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

Grantor further covenants and agrees with Grantee and the successor owners of Lot 6, that Grantor and all successor owners of Lot 5 shall keep in good condition and repair and free of trash and debris all of the driveways located on Lot 5 and the curb cuts and approaches located on or adjacent to Lot 5, and make all repairs and replacements and do such other things necessary to maintain such condition, all at the sole cost and expense of Grantor and such successor owners. The owners of Lot 5 may modify, reconfigure and relocate the driveways located on Lot 5, except that in no event shall vehicular access to the Property as the same shall exist upon completion of the buildings and other improvements contemplated by Grantee, be materially impaired, nor shall the drive located in the area described in Exhibit A ever be closed, relocated or modified in any material respect. The foregoing covenants shall be binding upon Grantor and all successor owners of Lot 5 or any part thereof, and shall inure to the benefit of and be enforceable by Grantee and all successor owners of Lot 6 or any part thereof.

Whenever 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 Grantor's hand, this 1st day of FEBRUARY, 1989.

SHARONDALE PROPERTIES, a
Tennessee General Partnership

By: _____
General Partner

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, Linda V. Bradhead of the state and county aforesaid, personally appeared John Schroer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of Sharondale Properties, the within-named bargainor, a partnership, and that he as such partner executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by himself as partner.

WITNESS my hand and seal, this 1st day of February, 1989.

Linda V. Bradhead
Notary Public

My Commission Expires: 2-5-1990

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration for this transfer is $238,905.00.

James J Kinsley
Affiant

Subscribed and sworn before me this 1st day of February, 1989.

Linda V. Bradhead
Notary Public

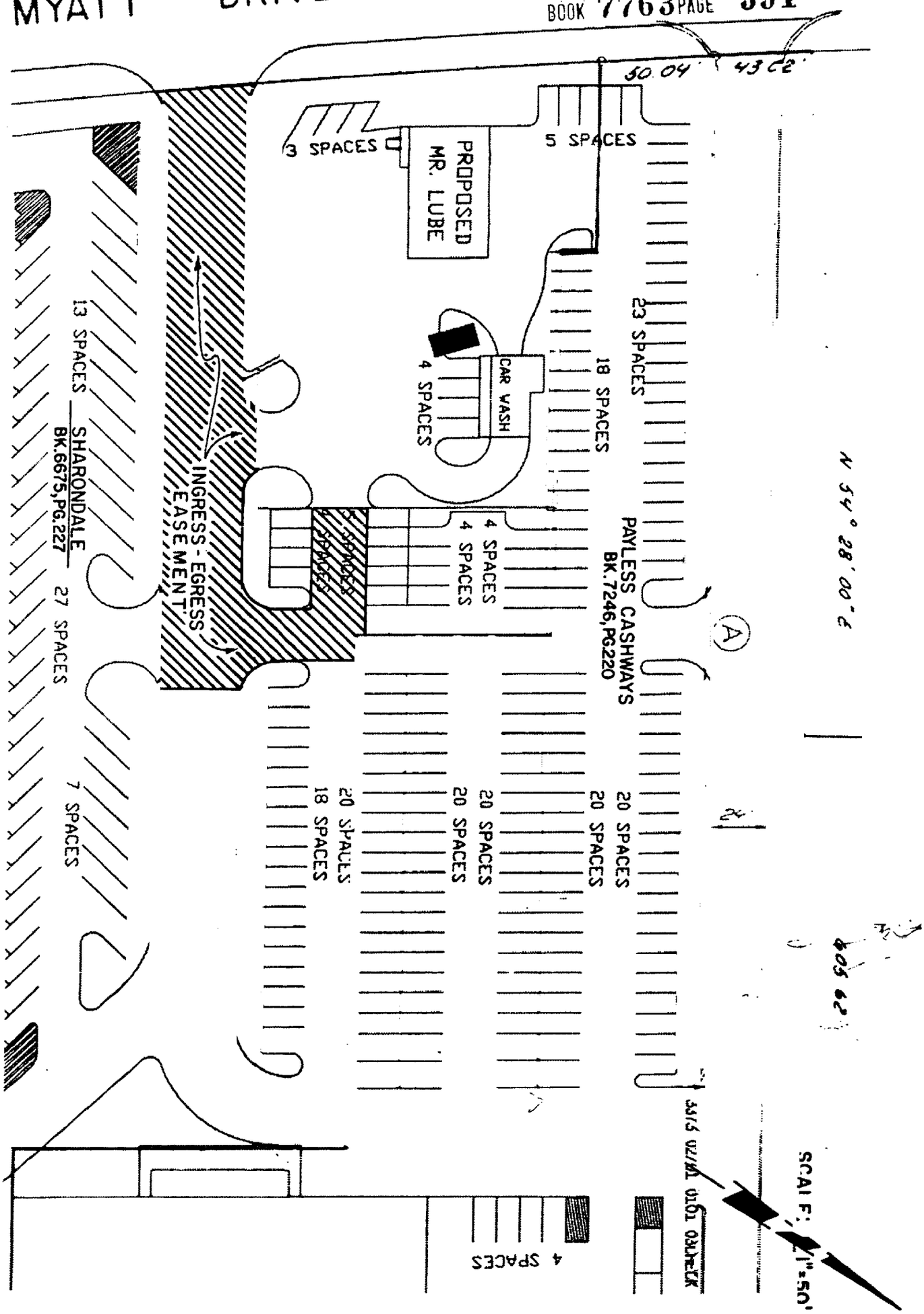
My Commission Expires: 2-5-1990

IDENTIFICATION REFERENCE

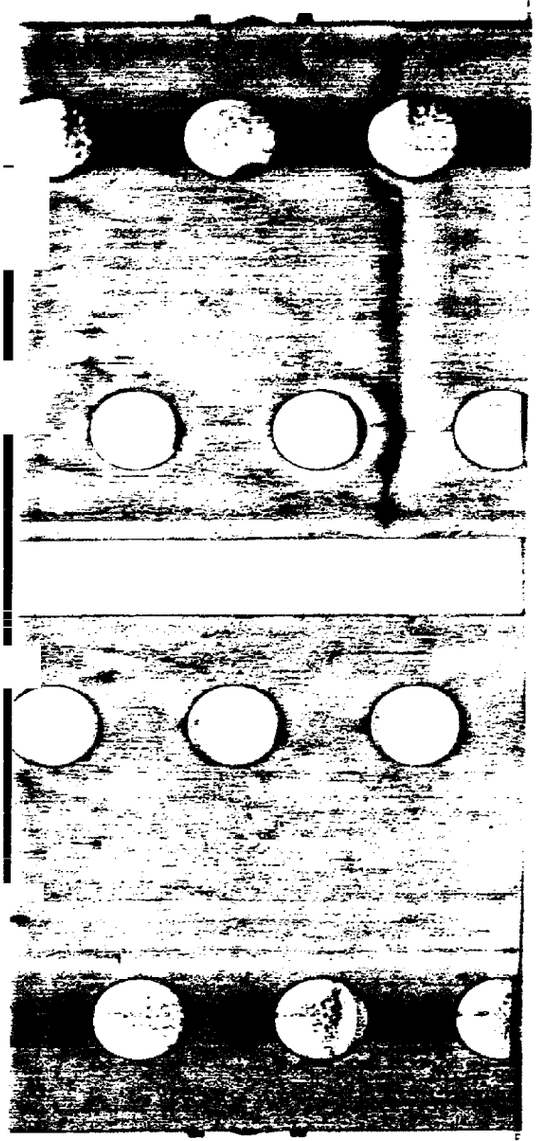
057.82.

FEB 1 11 53 AM '89
FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

EXHIBIT "A" TO WARRANTY DEED FROM
SHARONDALE PROPERTIES TO MR. LUBE U.S.



RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7763 PAGE 392

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

CAMT 238905.00
CON TX 788.37
PRFEE 0.50
WDEED 12.00
TOTAL 800.87
CHECK 800.87

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/01/89 01 11:54 0001 3373

05.78.2

IDENTIFICATION REFERENCE

FEB 1 11 53 AM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 177889