Tennessee
Store #0854

BOOK 7816 PAGE 310

FROM: NATIONAL CONVENIENCE STORES INCORPORATED

This instrument prepared by:
Ernest E. Specks
JOHNSON, BROMBERG & LEEDS
2600 Lincoln Plaza
500 North Akard Street
Dallas, Texas 75201

TO: METROPOLITAN LIFE INSURANCE COMPANY

Address New Owner as Follows:	Send Tax Bills to:	Map-Parcel No.
Metropolitan Life Insurance Company	Same	147-03-51
Real Estate Investments		
L & O Tower		
401 Church Street		
26th Floor		
Nashville, TN 37219		
Attn: Regional Office Mngr.		

STATE OF TEXAS §
§
COUNTY OF DALLAS §

RUSH

APR 13 11 08 AM '89

24682

The actual consideration or value, whichever is greater, for this transfer is $662,289.00.

By C. R. Wortham Vice President
C. R. Wortham

SUBSCRIBED AND SWORN TO BEFORE ME, this 12th day of April, 1989.

LAURA C. RICHARD
Notary Public, State of Texas
My Comm. Expires 12-9-90

Laura C. Richard
NOTARY PUBLIC in and for the
State of Texas

My Commission Expires: 12-09-90

5479 04/13 0101 03CHECK 2201.09

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **NATIONAL CONVENIENCE STORES INCORPORATED**, a Delaware corporation (hereinafter called "GRANTOR"), has granted, bargained, sold, and conveyed and does hereby grant, bargain, sell and convey unto **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation (herein called "GRANTEE"), its successors and assigns, the following described property, to-wit:

That certain tract or parcel of land situated in Davidson County, Tennessee, and being more particularly described on Exhibit "A" attached hereto and made a part hereof, with the hereditaments and appurtenances thereto appertaining, including all buildings, structures, fixtures and improvements located thereon, excluding, however, the property described on Exhibit "B", attached hereto and made a part hereof (here-inafter called the "Premises").

The Premises are transferred and conveyed subject to the limitations, restrictions and encumbrances set forth on Exhibit "C".

TO HAVE AND TO HOLD the Premises to said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with the said GRANTEE that GRANTOR is lawfully seized and possessed of the Premises in fee simple, has good right to convey the same, and the same is unencumbered except as set forth on Exhibit "C"; and GRANTOR does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the premises to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever. 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.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by its duly authorized officer as of the 12th day of April, 1989.

NATIONAL CONVENIENCE STORES INCORPORATED

By: _____
C. R. Wortham, Vice-President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **C. R. WORTHAM**, in Dallas County, Texas 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 Vice-President of **National Convenience Stores Incorporated**, a Delaware corporation, the within-named bargainor, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as its Vice-President.

WITNESS MY HAND AND SEAL of office this 12th day of April, 1989.

LAURA C. RICHARD
Notary Public, State of Texas
My Comm. Expires 12-9-90

_____
NOTARY PUBLIC in and for the State of Texas
Laura C. Richard
Printed Name of Notary

My Commission Expires: 12/9/90

Tennessee
#854

EXHIBIT "A"

Being a 0.568 acre tract of land lying in the First Civil District of Davidson County, Tennessee, and being the National Convenience Stores, Inc., property as of record in Deed Book 6730, Page 996, Register's Office Davidson County, Tennessee, and being Lot Two on the plan of Burton Subdivision as of Record in Plat Book 5200, Page 374, Register's Office Davidson County, Tennessee, and being more particularly described as follows:

Starting at a point in the Northerly margin of Harding Place, said point being in the centerline of Milner Drive; Thence with the Northerly margin of Harding Place in an Easterly direction, a distance of 393.85 feet to the point of beginning, said point being a found ½" iron pin and the most Southeasterly corner of Lot 1 on the aforementioned plan of Burton Subdivision and the most Southwesterly corner of the herein described tract; Thence leaving the Northerly margin of Harding Place and with the common line of the herein described tract and said Lot 1 North 26 degrees, 44 minutes, 33 seconds West a distance of 93.85 feet to a found ½" iron pin in the Southerly line of Elysian Park Subdivision, Section Two, as of record in Book 2854, Page 40, Register's Office Davidson County, Tennessee; Thence with the common line of the herein described tract and said Elysian Park Subdivision North 73 degrees, 19 minutes, 50 seconds East, passing a found 4" square concrete monument at 355.77 feet, said monument being the most Southeasterly corner of said Elysian Park Subdivision, thence continuing North 73 degrees, 19 minutes, 50 seconds East with the common line of the herein described tract and the Bruce E. Moore et al property as of record in Book 7089, Page 675, Register's Office Davidson County, Tennessee, a distance of 179.55 feet, a total distance of 535.32 feet to a found ½" iron pin in the Northerly margin of Harding Place; Thence with said Northerly margin of Harding Place South 63 degrees, 14 minutes, 03 seconds West a distance of 527.07 feet to the point of beginning, containing 0.568 acres.

EXHIBIT "B"

Schedule of Excluded Personalty

Gasoline Equipment

All gasoline pumps, underground storage tanks, product lines, consoles, and associated electronic equipment and machines.

Exterior Signage

All exterior signs indicating the name or character of business conducted by Tenant (but excluding poles and standards) which may be removed without material or structural damage to the building.

Other Trade Fixtures

Furniture, equipment, display fixtures, inventory of merchandise for sale and other personal property which (a) are located or installed within the inside surface of the exterior walls, above the floor slab and below the interior surface of the ceiling (including the drop or acoustical ceiling grid) of the building, or marketing or servicing equipment located outside the building, (b) are used in connection with the storage, display or sale of merchandise or services in connection with the operations of Tenant's business, (c) can be removed without material or structural damage to the building, and (d) are not otherwise described above.

But specifically excluding the following:

I. Refrigeration Equipment.

a. Walk-in cooler with doors and display shelving
b. Remote condensing unit with evaporator coils
c. Frozen food display case
d. Remote condensing unit for frozen case
e. Dairy display case
f. Remote condensing unit for dairy case
g. Ice display case

II. Permanent Equipment.

a. Seating (4 tables/8 chairs)
b. Hand dryers
c. Sink (three compartment)
d. Energy management system
e. Safe
f. Water filter system
g. Store front banner sign holders

III. Gasoline Equipment.

a. Island forms
b. Intercom system
c. Canopy gas pricing signage

IV. Equipment Included in Building Package

a. Complete HVAC units with all accessories.

Tennessee
#0854

EXHIBIT "C"

PERMITTED EXCEPTIONS

1. 1989 taxes which are not yet due and payable.

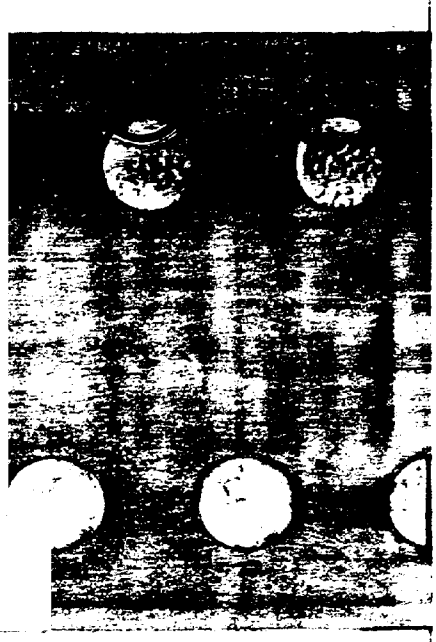
2. Restrictions contained in Book 6730, page 996.

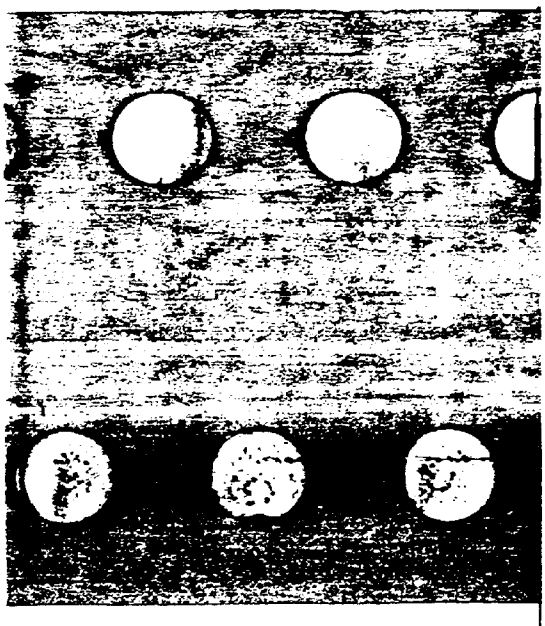
3. All matters shown on Plat recorded in Book 5200, page 374 as follows:
   (1) Covenant not to subdivide property contained in Owner's Certificate.
   (2) 20' Minimum Building Setback Line adjacent to Harding Place.
   (3) 10' Public Utilities Easement over the rear, as said easement is shown on as-built survey dated June 1, 1988, last revised April 6, 1989, prepared by James W. Clark, Registered Land Surveyor No. 1445.

4. Terms and Provisions of Lease to William F. Burton, Jr. as set forth in Book 6766, page 86.

5. 20' Avenue along the northerly 10' of subject property as referred to in Will Book 37, page 596, Book 3875, page 221 and Book 3372, page 219, and as shown on survey No. 85-151, last revised 03/15/89 as prepared by Anderson-Delk & Associates, Inc.

6. The following matters revealed on Survey prepared by James W. Clark, Registered Land Surveyor No. 1445, dated June 1, 1988, last revised April 6, 1989:
   (1) Telephone and Electric line(s) and pole(s).
   (2) Fence, Air Compressor, Phone Booth with concrete slab(s), concrete curbing are located within the 10' public utility easement along the rear which 10' is also a portion of a 20' Avenue per Book 3372, page 219.
   (3) Asphalt, Parking Spaces, Water Meter, Canopy & Canopy Support Posts over concrete slab & gas islands are constructed within 20' minimum building setback.





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7816 PAGE 315

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

24682

IDENTIFICATION REFERENCE

APR 13 11 08 AM '89

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY

				MAMT	
					662289.00
				GRN TX	2185.59
				PRFEE	0.50
				WDEED	15.00
				TOTAL	2201.09
				CHECK	2201.09
04/13/89	01	11:09	0001	5479	

VOID

				MAMT	
					662289.00-
				CAMT	
					662289.00
				TOTAL	0.00
				CHECK	0.00
04/13/89	01	11:11	0001	5482	

No. [illegible]