Nashville, Tennessee 37238-0091

36394

WARRANTY DEED 0312 05/26 0101 03CHECK 2480.57

Address New Owners As Follows:	*Send Tax Bills To:*	*Map Parcel No.*
AZTEX ENTERPRISES	SAME	Map 106-1 Parcels 62
P. O. Box 50070 Knoxville, Tennessee 37950		

MAY 26 12 59 PM '89

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, NOEL INVESTMENTS, L.P. (formerly NOEL INVESTMENTS, LTD.), A Tennessee Limited Partnership, does hereby bargain, sell, transfer and convey unto AZTEX ENTERPRISES, a Tennessee General Partnership, its successors and assigns, all its right, title and interest in and to the following described tract of land:

A parcel of land in the First Civil District of Metropolitan Nashville - Davidson County, Tennessee, and being all of Lot 2 shown on the plat entitled "Re-subdivision of Lots 1 and 2 NOEL INVESTMENTS, LTD. SUBDIVISION" of record in Book 6900, page 844, Register's Office for Davidson County, Tennessee and being more fully described as follows:

BEGINNING at an iron pin set at the northwesterly corner of Lot No. 1 as shown on the plat of record in Book 6900, page 844 and the southwesterly corner of the within described Lot No. 2; thence,

1. with the common line of said Lot No. 2 and the property of Shomabhai P. Patel, et al as of record in Book 6560, page 203, Register's Office for Davidson County, Tennessee, N 5 degrees 48 minutes 38 seconds E 363.85 feet to a concrete monument in the southerly right-of-way line of Elm Hill Pike; thence,

2. with the southerly right-of-way line of Elm Hill Pike S 85 degrees 35 minutes 04 seconds E 229.95 feet to an iron pin at the beginning of a curve; thence,

3. with said curve to the right (radius 50 feet) southeasterly a distance of 77.65 feet to an iron pin in the westerly right-of-way line of Fesslers Lane and having a cord bearing and distance of S 41 degrees 05 minutes 33 seconds E 70.08 feet; thence,

4. continuing with the westerly right-of-way of Fesslers Lane around a slight curve to the right (radius 2,617.50 feet) southwesterly a distance of 213.34 feet to an iron pin and having a chord bearing and distance of S 5 degrees 44 minutes 03 seconds W, 213.28 feet; thence continuing with the westerly right-of-way line of Fesslers Lane S 08 degrees 04 minutes 09 seconds W 129.29 feet to an iron pin being the common southeast corner of Lot No. 2 and northeast corner of Lot No. 1 of the Resubdivision of Lots 1 and 2 Noel Investments, Ltd. Subdivision; thence,

5. with the common line between said Lots 1 and 2 N 81 degrees 55 minutes 51 seconds W, 86.00 feet to a PK nail set in asphalt; thence,

6. continuing with said common line N 08 degrees 04 minutes 09 seconds E 10 feet to a PK nail set in asphalt; thence,

7. continuing with said common line N 81 degrees 55 minutes 51 seconds W, 190.85 feet to the point of beginning.

Being a part of the property vested in Noel Investments, Ltd. by Quitclaim Deed from John H. Noel of record in Book 5933, page 590 and by deed from Lee F. Noel, Lee F. Noel Trust, John H. Noel, III, John H. Noel, III Trust, Arthur B. Noel and Arthur B. Noel Trust of record in Book 5933, page 592, Register's Office for Davidson County, Tennessee.

This conveyance is subject to: Cross Easement and Restrictive Covenant

Agreement by and between Noel Investments, L.P. and Burger King Corporation dated May 17, 1989 and recorded in Book 7846, page 617, Register's Office for Davidson County, Tennessee, said easements being also described in Warranty Deed of record in Book 7843, page 194, Register's Office for Davidson County, Tennessee. Said Agreement and deed grant unto Burger King Corporation a non-exclusive perpetual easement running with the land in favor of Lot No. 1 for ingress and egress to and from the said Lot No. 1 and Elm Hill Pike on, over and across that portion of Lot No. 2 as shown on the Resubdivision of Lots 1 and 2 Noel Investments, Ltd. Subdivision more particularly defined in the Cross Easement Agreement and described as follows:

A parcel of land in the First Civil District of Metropolitan Nashville and Davidson County, Tennessee and being part of Lot No. 2 shown on the plat entitled "Resubdivision of Lots 1 and 2, Noel Investments, Ltd. Subdivision" of record in Book 6900, page 844, Register's Office for Davidson County, Tennessee and being more fully described as follows:

BEGINNING at an iron pin at the common westerly corner of Lots 1 and 2 on the above noted plat. Said pin being, N 5 degrees 48 minutes 38 seconds E 159.77 feet from the northerly right-of-way line of Murfreesboro Pike as measured along the westerly line of Lot No. 1; thence,

1. N 5 degrees 48 minutes 38 seconds E 363.85 feet to an iron pin on the southerly right-of-way line of Elm Hill Pike; thence,

2. with the southerly right-of-way line of Elm Hill Pike, S 85 degrees 35 minutes 04 seconds E 45.00 fee to a point; thence,

3. severing Lot No. 2, S 16 degrees 40 minutes 25 seconds W 79.52 feet to a point; thence,

4. S 5 degrees 48 minutes 38 seconds W, 258.85 feet to a point; thence,

5. S 14 degrees 15 minutes 35 seconds E, 31.52 feet to a point in the common line between Lots 1 and 2; thence,

6. with the common line of Lots 1 and 2, N 81 degrees 55 minutes 51 seconds W 40.85 feet to the point of beginning and containing 11,685 square feet or 0.268 of an acre.

AND FURTHER, Noel Investments, L.P. (formerly Noel Investments, Ltd.) does hereby grant unto Aztex Enterprises a non-exclusive perpetual easement running with the land in favor of the within described Lot No. 2 for ingress and egress to and from the said Lot No. 2 and Murfreesboro Road on, over and across that portion of Lot No. 1 as shown on the Resubdivision of Lots 1 and 2 Noel Investments, Ltd. Subdivision more particularly defined in the Cross Easement Agreement and described as follows:

A parcel of land in the First Civil District of Metropolitan Nashville and Davidson County, Tennessee and being part of Lot No. 1 shown on the plat entitled "Resubdivision of Lots 1 and 2, Noel Investments, Ltd. Subdivision" of record in Book 6900, page 844, Register's Office for Davidson County, Tennessee and being more fully described as follows:

BEGINNING at an iron pin set in the northerly right-of-way line of Murfreesboro Pike, U.S. 41-70S at the southwesterly corner of Lot No. 1 on the above noted plan of Noel Investments, Ltd. Subdivision, said pin also being the southeasterly corner of Shomabhai B. Patel, et al as of record in Book 6560, page 203, Register's Office for Davidson County, Tennessee; thence,

1. with the common line of said Lot No. 1 and Patel, N 5 degrees 48 minutes 38 seconds E, 159.77 feet to an iron pin set; thence,

2. with a line being the N boundary of Lot No. 1 and the south boundary of Lot No. 2, S 81 degrees 55 minutes 51 seconds E, 40.85 feet to an iron pin; thence,

3. S 03 degrees 07 minutes 14 seconds, W 170.69 feet to a lead in drilled hole on the northerly right-of-way line of Murfreesboro Pike; thence,

4. with the northerly right-of-way line of Murfreesboro Pike, N 70 degrees 00 minutes 01 second W, 50.37 feet to the point of beginning.

TO HAVE AND TO HOLD said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said Aztex Enterprises, its successors and assigns, forever.

AND Noel Investments, L.P. (formerly Noel Investments, Ltd.), does covenant with the said Aztex Enterprises, that it is lawfully seized and possessed of said land in fee simple, has good right to convey it and that the same is unencumbered, except for easements, set back lines and other limitations and conditions shown on the plat of record in Book 6900, page 844, Register's Office for Davidson County, Tennessee and current taxes.

AND Noel Investments, L.P. (formerly Noel Investments, Ltd.), further covenants and bind itself, its successors and assigns to warrant and forever defend the title to said land to the said Aztex Enterprises, its successors and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this Warranty Deed has been executed this 26th day of May, 1989.

NOEL INVESTMENTS, L.P.
(formerly NOEL INVESTMENTS, LTD.)

BY: _____
LEE F. NOEL, General Partner

BY: _____
JOHN H. NOEL, III, General Partner

BY: _____
ERVIN M. ENTREKIN, Attorney In Fact For
JOE P. BINKLEY, JR., General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared LEE F. NOEL and JOHN H. NOEL, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, each acknowledged himself to be a General Partner of NOEL INVESTMENTS, L.P. (formerly NOEL INVESTMENTS, LTD.), the within named bargainor, a limited partnership, and that they as such General Partners executed the foregoing instrument for the purposes therein contained by signing their names as General Partners of the limited partnership.

WITNESS my hand and official seal at Nashville, Tennessee, this 26th day of May, 1989.

_____
NOTARY PUBLIC AT LARGE

MY COMMISSION EXPIRES: _____

STATE OF TENNESSEE
My Commission Expires Sept. 11, 1990

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared ERVIN M. ENTREKIN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Attorney In Fact for JOE P. BINKLEY, JR., a General Partner of NOEL INVESTMENTS, L.P. (formerly NOEL INVESTMENTS, LTD.), the within named bargainor, a limited partnership, and that he as Attorney In Fact for such General Partner, executed the foregoing instrument for the purpose therein contained, by signing his name as Attorney In Fact for such General Partner of the limited partnership, and who acknowledged that he executed the same as the free act and deed of said JOE P. BINKLEY, JR.

WITNESS my hand and official seal at Nashville, Tennessee, this 26 day of May, 1989.

NOTARY PUBLIC

My Commission Expires: _____.

My Commission Expires Sept. 11, 1990

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $747,872.00.

This 26 day of May, 1989.

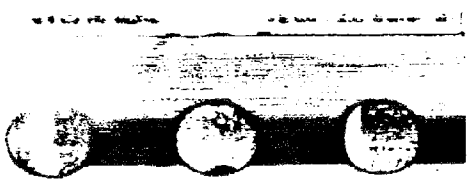
AFFIANT

NOTARY PUBLIC

My Commission Expires: _____.

My Commission Expires Sept. 11, 1990

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



RECEIVED OF _____

FOR _____

BOOK 7850 PAGE 567

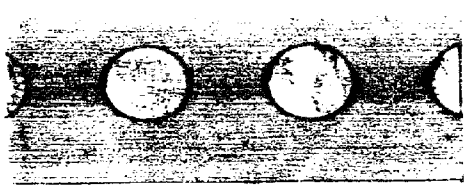
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	747872.00
CON TX	2468.07
PRFEE	0.50
WDEED	12.00
TOTAL	2480.57
CHECK	2480.57

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/26/89 01 13:00 0001 0312



36394

IDENTIFICATION REFERENCE

MAY 26 1 00 PM '89

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY

No. 213681