This Instrument Prepared by:
First American National Bank
Nashville, TN 37237-0721

QUITCLAIM DEED

BOOK 8408 PAGE 787

ADDRESS NEW OWNER(S) AS FOLLOWS:	*SEND TAX BILLS TO:*	*MAP PARCEL NUMBERS*
Ilbey Kaya	*Same*	*Map 130-1*
(Name) *6501 Harding Road, Apt. W-12*	*(Name)*	*Parcels 49 and 50*
(Street Address or Route Number) *Nashville TN 37205*	*(Street Address)*	
(City) (State) (Zip)	*(City) (State) (Zip)*	

FOR AND IN CONSIDERATION of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, Ilbey Kaya, Trustee ("Grantor") by these presents does hereby quitclaim and convey into Ilbey Kaya, individually, his successors and assigns, all its right, title and interest in and to the following described tract of land:

See Exhibit A, attached hereto and incorporated herein by this reference.

This conveyance is made by Grantor, as trustee under a Land Trust Agreement between Erol Kaya, Lloyd Calmenson and Ilbey Kaya as beneficiaries and Ilbey Kaya, as trustee. Erol Kaya previously surrendered his interest in the Land Trust Agreement and the partnership associated therewith (Calmenson, Kaya & Kaya) and transferred any interest he had in the land covered thereby to Ilbey Kaya and Lloyd Calmenson, by Amendment of Partnership Agreement and Surrender of Land Trust Interest dated November 30, 1987, a copy of which is attached hereto as Exhibit B. Lloyd Calmenson subsequently surrendered his interest in the Land Trust Agreement and the partnership associated thereiwth and conveyed any and all of his interest in the property covered by said Land Trust Agreement to Ilbey Kaya, by Amendment of PArtnership Agreement and Surrender of Land Trust ~~Agreement~~ interest dated August 30, 1988, a copy of which is attached hereto as Exhibit C.

I.E.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Subscribed and sworn before me, this the 25th day of July, 1991.

My commission expires: 3/22/93

[Affix Seal]

The actual consideration or value, whichever is greater, for this transfer is $ 0.00

Affiant

Sandra K. Prince
Notary Public

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

Witness my hand this 25th day of July, 1991.

ILBEY, KAYA, Trustee

129 07/30 0101 03CHECK 27.00

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STATE OF Tenn.
COUNTY OF Davidson

Personally appeared before me Sandra K. Prince a Notary Public in and for siad County and State, _____ the within named bargainor, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nash., Tn. this 25 day of July, 1991.

Sandra K. Prince
Notary Public

My Commission Expires 3/27/93

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EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Lots Nos. 11, 12, 13, 14 and the South 15 feet of Lot No. 10 on the Map of H.B. Alexander's Subdivision of part of Lot No. 160 on the Map of Bransford Realty Company's Belle Meade Golf Links Subdivision, of record in Book 843, page 27, Register's Office for said County, and a strip of ground 20 feet in width, being a part of Lot No. 160 on the Map of Bransford Realty Company's Belle Meade Golf Links Subdivision, of record in Book 421, pages 94 and 95, Register's Office for said County, which lies immediately east of the above lots in said Alexander's Subdivision, and all described together as follows:

Beginning at the Northeast intersection of the present East right-of-way line of the Memphis-Bristol Highway or the Harding Road, and Harding Place or Westover Drive, said point being 8 feet East of the original Southwest corner of Lot No. 14 of said Alexander's Subdivision; thence Easterly, along the North margin of Harding Place or Westover Drive, 112 feet to a point at the Southeast corner of said 20-foot strip taken out of Lot No. 160; then Northerly, parallel to the Easterly lines of Lots 14, 13, 12, 11 and 10 of said Alexander's Subdivision and 20 feet East of the East line of said Lots, Northerly 215 feet to a point; thence Westerly 20 feet to a point in the East line of said Lot No. 10 of said Alexander's Subdivision, which is 15 feet North of the common Easterly corner of Lots Nos. 10 and 11 and continuing Westerly, parallel to the line between Lots Nos. 10 and 11, 101 feet, more or less, to the Easterly margin of the Memphis-Bristol Highway, or Harding Road; thence with the margin of the same Southerly 50 feet to a point, the Northwest corner of an 8-foot strip of ground taken for the widening of said highway; thence Easterly 8 feet to a point which is 15 feet North of the line between Lots Nos. 11 and 12; thence along the margin of said highway as widened Southerly 165 feet to the point of beginning.

Being the same property conveyed to George N. Spiva and North American Properties, Inc., a Tennessee corporation, tenants in common, each with a 50% undivided interest, by deed from Sarah P. Washington, of record in Book 6661, Page 13, Register's Office for Davidson County, Tennessee. Being the same property conveyed to Dortch Oldham by deed from George N. Spiva and North American Properties, Inc., a Tennessee corporation, tenants in common, each with a 50% undivided interest, of record in Book 7283, Page 315, Register's Office of Davidson County. The above property is not the usual place of residence of Dortch Oldham.

Being the same property conveyed to Ilbey Kaya, Trustee, by deed from Dortch Oldham of record in Book 7339, page 909, Register's Office for Davidson County, Tennessee.

The property description is the same as set forth in the previous instrument of conveyance.

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

AMENDMENT OF PARTNERSHIP AGREEMENT AND SURRENDER OF LAND TRUST INTEREST

THIS AGREEMENT is made and entered into this 30th day of November, 1987, by and between Erol Kaya, Ilbey Kaya and Lloyd Calmenson.

WITNESSETH:

WHEREAS, on August 28, 1987, the parties hereto executed a certain Land Trust Agreement (the "Trust Agreement") pursuant to which Ilbey Kaya, Trustee, acquired certain land situated in Davidson County, Tennessee, more particularly described in deed of record in Book 7339, page 909, Register's Office of Davidson County, Tennessee, (the "Land"); and

WHEREAS, in conjunction with the purchase of the Land, Ilbey Kaya, Trustee, was assigned a certain tenant lease, which assignment is of record in Book 7339, page 914, R.O.D.C., and a certain right of first refusal, which assignment is of record in Book 7339, page 918 R.O.D.C.; and

WHEREAS, on August 28, 1987, the parties entered into a certain partnership agreement (the "Partnership Agreement") creating a partnership (the "Partnership"); and

WHEREAS, Erol Kaya desires to withdraw from the Partnership, surrender his interest in the Land and Trust Agreement and be relieved of the obligations of the Partnership and the Partnership Agreement and all exhibits thereto.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Erol Kaya hereby withdraws as beneficiary under the Trust Agreement and quit claims, conveys, assigns, relinquishes, and surrenders unto Ilbey Kaya and Lloyd Calmenson, equally, as beneficiaries under the Trust Agreement, all of his right, title, and interest, legal and equitable, to the Land, the Tenant Lease, and the right of first refusal, which surrender and/or conveyance is accepted by Ilbey Kaya and Lloyd Clamenson, equally, as beneficiaries.

2. Erol Kaya hereby withdraws from the Partnership conveying all of his right, title, and interest therein (including all of his right, title, and

interest, legal and equitable, in all Partnership assets) to Ilbey Kaya and Lloyd Calmenson, equally; and Ilbey Kaya and Lloyd Calmenson, as partners, hereby amend the Partnership Agreement by deleting all reference therein to Erol Kaya.

3. Ilbey Kaya and Lloyd Calmenson hereby release Erol Kaya from all obligations, liabilities, and debts referenced in the Partnership Agreement and incurred by the Parternship, including, but not limited to, those referenced in Exhibit "A" to the Partnership Agreement, those set forth in Article VII of the Partnership Agreement, and those set forth a certain note dated August 28, 1987, by and between Ilbey Kaya, Erol Kaya, and Lloyd Calmenson, as partners, to First American National Bank of Nashville.

4. Ilbey Kaya and Lloyd Calmenson agree to indemnify and hold Erol Kaya harmless from any and all claims, demands or expenses which may be made against Erol Kaya as a result of the execution of a certain guaranty dated August 28, 1987, guaranteeing the indebtedness payable to First American National Bank of Nashville referenced in paragraph 3 above.

5. Erol Kaya represents and warrants that he has neither taken nor performed any acts which may have or could bind the Partnership or cause the Partnership to incur any present or future liabilities and agrees to indemnify and hold harmless Ibey Kaya and Lloyd Calmenson from any and all claims, demands or expenses arising from breach of this covenant and warranty.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

EROL KAYA

ILBEY KAYA, individually and as Trustee

LLOYD CALMENSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Jan R. Miles, a Notary Public, in and for said County and State, would acknowledge that the within named, Erol Kaya, signed the foregoing Amendment for the purposes contained therein.

Witness my hand and official seal this 30th day of November, 1987.

Jan R. Miles
NOTARY PUBLIC

My Commission Expires: 3/11/90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Jan R. Miles, a Notary Public, in and for said County and State, would acknowledge that the within named, Ilbey Kaya, signed the foregoing Amendment for the purposes contained therein.

Witness my hand and official seal this 30th day of November, 1987.

Jan R Miles
NOTARY PUBLIC

My Commission Expires: 3/11/90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Jan R. Miles, a Notary Public, in and for said County and State, would acknowledge that the within named, Lloyd Calmenson, signed the foregoing Amendment for the purposes contained therein.

Witness my hand and official seal this 30th day of November, 1987.

Jan R. Miles
NOTARY PUBLIC

My Commission Expires: 3/11/90

This Document Prepared by:
Stewart F. Kresge, Esq.
2300 21st Avenue South, 2nd Floor
Nashville, TN 37212

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AMENDMENT OF PARTNERSHIP AGREEMENT AND

SURRENDER OF LAND TRUST INTEREST

THIS AGREEMENT is made and entered into this 30 day of August, 1988 by and between Ilbey Kaya and Lloyd Calmenson.

WITNESSETH:

WHEREAS, on August 28, 1987, the parties hereto executed a certain Land Trust Agreement (the "Trust Agreement") pursuant to which Ilbey Kaya, Trustee, acquired certain land situated in Davidson County, Tennessee, more particularly described in deed of record in Book 7339, page 909, Register's Office of Davidson County, Tennessee, (the "Land"); and

WHEREAS, in conjunction with the purchase of the Land, Ilbey Kaya, Trustee, was assigned a certain tenant lease, which assignment is of record in Book 7339, page 914, R.O.D.C., and a certain right of first refusal, which assignment is of record in Book 7339, page 918 R.O.D.C.; and

WHEREAS, on August 28, 1987, the parties entered into a certain partnership agreement (the "Partnership Agreement") creating a partnership (the "Partnership"); and

WHEREAS, pursuant to the Partnership Agreement as partners, Ilbey Kaya and Lloyd Calmenson are engaged in three business opportunities, to wit: Kaya's Belle Meade Texaco (corner of Woodmont Boulevard and Harding Road) ("Texaco"), Belle Meade Exxon (corner of Page Road and Harding Road) ("Exxon"), and ownership of the property covered by the Trust Agreement; and

WHEREAS, Erol Kaya has withdrawn from the Partnership and Ilbey Kaya and Lloyd Calmenson desire to terminate the Partnership; and Lloyd Calmenson desires to surrender his interest in the Land and in the Trust Agreement and be relieved of the obligations of the Partnership and the Partnership Agreement and all exhibits thereto.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Lloyd Calmenson hereby withdraws as beneficiary under the Trust Agreement and quit claims, conveys, assigns, relinquishes, and surrenders unto Ilbey Kaya as beneficiary under the Trust Agreement, all of his right, title, and interest, legal and equitable, to the Land, the Tenant Lease, and the right of

first refusal, which surrender and/or conveyance is accepted by Ilbey Kaya as trustee and as beneficiary.

2. Lloyd Calmenson hereby withdraws from the Partnership and conveys, assigns and quitclaims all of his right, title, and interest therein (including all of his right, title, and interest, legal and equitable, in all Partnership assets and all Partnership business) to Ilbey Kaya; and Ilbey Kaya hereby dissolves the Partnership.

3. Exxon is held in the name of Lloyd Calmenson under a franchise agreement/sublease with Exxon Corporation and/or Exxon Company. The Exxon sublease and franchise is in the name of Lloyd Calmenson who hereby agrees to take and perform all reasonable acts to assign and/or transfer same to Ilbey Kaya. Should Exxon Corporation and/or Exxon Company (and/or such other party or parties whose consent may be necessary) not consent to assignment and/or transfer, and until such assignment and/or transfer is approved and consummated, Lloyd Calmenson hereby executes the attached Power of Attorney.

4. Ilbey Kaya hereby releases Lloyd Calmenson from all obligations, liabilities, and debts referenced in the Partnership Agreement and incurred by the Partnership, including, but not limited to, those referenced in Exhibit "A" to the Partnership Agreement, those set forth in Article VII of the Partnership Agreement, and those set forth a certain note dated August 28, 1987, by and between Ilbey Kaya, Erol Kaya, and Lloyd Calmenson, as partners, to First American National Bank of Nashville, those set forth in two notes evidencing indebtedness in acquiring Texaco (original principal amounts of $50,000.00 and $60,000.00) and those set forth in notes evidencing indebtedness to acquire Exxon (original principal amounts of $50,00.00 and $100,000.00).

5. Ilbey Kaya agrees to indemnify and hold Lloyd Calmenson harmless from any and all claims, demands or expenses which may be made against Lloyd Calmenson as a result of the execution of a certain guaranty dated August 28, 1987, guaranteeing the indebtedness payable to First American National Bank of Nashville referenced in paragraph 4 above.

6. Ilbey Kaya and Lloyd Calmenson hereby agree to take and perform such reasonable acts as may be appropriate to attempt to obtain the release of Lloyd Calmenson from the indebtedness herein referenced.

7. Lloyd Calmenson represents and warrants that he has neither taken nor performed any acts which may have or could bind the Partnership or

cause the Partnership to incur any present or future liabilities and agrees to indemnify and hold harmless Ibey Kaya from any and all claims, demands or expenses arising from breach of this covenant and warranty.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ILBEY KAYA, individually and as Trustee

LLOYD CALMENSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

CATHY L. HARRIS, a Notary Public, in and for said County and State, would acknowledge that the within named, Ilbey Kaya, signed the foregoing Amendment for the purposes contained therein.

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

NOTARY PUBLIC

My Commission Expires: 11-12-89

STATE OF TENNESSEE
COUNTY OF DAVIDSON

CATHY L. HARRIS, a Notary Public, in and for said County and State, would acknowledge that the within named, Lloyd Calmenson, signed the foregoing Amendment for the purposes contained therein.

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

NOTARY PUBLIC

My Commission Expires: 11-12-89

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN
Jul 30 4 23 PM '91
IDENTIFICATION REFERENCE
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