This Instrument Prepared
CLEMENT & GIBSON
Suite 600, Noel Place
200 Fourth Avenue North
Nashville, Tennessee 37219

BOOK 8525 PAGE 987

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NOS.
McDonald's of Hawaii Development Company One McDonald's Plaza Oak Brook, IL 60521	McDonald's Corporation P. O. Box 66207 AMF O'Hare Chicago, IL 60666	161/263

For and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid by the herein named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, NIPPER PROPERTIES, A TENNESSEE JOINT VENTURE, hereinafter "GRANTOR" has bargained and sold, and by these presents does hereby transfer and convey unto MCDONALD'S OF HAWAII DEVELOPMENT COMPANY, A HAWAII LIMITED PARTNERSHIP, hereinafter "GRANTEE", its heirs, representatives and assigns forever, that certain tract or parcel of land in Davidson County, Tennessee, described in EXHIBIT "A" attached hereto and incorporated herein by reference.

This is unimproved property located on Old Hickory Boulevard in Nashville, Tennessee.

This conveyance is made subject to the following:

1. Taxes for the 1991 year which shall be paid on or before February 29, 1992, but which are the responsibility of GRANTOR.

2. Taxes for the 1992 year which are not yet due and payable shall be the responsibility of GRANTEE.

3. All matters shown on the Plan of record in Book 7900, page 299, said Register's Office.

4. Declaration of Reciprocal Easements and Restrictive Covenants, of record in Book 8481, page 863, said Register's Office.

5. Storm Water Detention Agreement of record in Book 8325, page 951, said Register's Office.

6. Easement for construction of slopes and working areas granted the State of Tennessee by instrument of record in Book 7859, page 392, said Register's Office.

7. Matters delineated on survey by Barge, Waggoner, Sumner and Cannon dated March 29, 1991, revised May 2, 1991, updated November 19, 1991, and revised December 4, 1991, as follows: (1) a 25-foot utility easement and (2) temporary slope and construction easement across the southerly lot line; (3) a 10 foot drainage easement and (4) private sanitary sewer service line across rear portion of lot; and (5) a driveway easement.

To have and to hold the said tract or parcel of land, together with all easements, rights and appurtenances, all improvements now located on property, and all GRANTOR'S rights, title and interest in public ways adjoining the property, with the appurtenances, estate, title and interest thereto, belonging unto the said GRANTEE, its heirs, representatives and assigns forever.

And GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and warrants that the same is unencumbered, except as may be set forth above.

GRANTOR does further covenant and bind itself, its heirs and assigns to warrant and forever defend the title to the said land to the said GRANTEE, its heirs, representatives and assigns, against the lawful claims of all persons whomsoever, claiming by, through, or under GRANTOR.

WITNESS its hand on this the 9th day of January, 1992.

NIPPER PROPERTIES,
A Tennessee Joint Venture

By: Mildred P. Nipper by Walter R. Nipper, Jr., Attorney-in-Fact of record in Book 8125, page 411

Title: Joint Venturer

By: James S. Lattimore, Jr., Trustee

Title: Joint Venturer

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for the state and county aforesaid, WALTER R. NIPPER, JR., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Attorney-in-Fact of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 9th day of January, 1992.

Notary Public

My Commission Expires: 9/16/95

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for the state and county aforesaid, JAMES S. LATTIMORE, JR., TRUSTEE, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Joint Venturer of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 9th day of January, 1992.

Notary Public

My Commission Expires: 9/16/95

* * * * * * * * * * *

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $115,000.00.

Affiant

Subscribed and sworn to before me this 9th day of January, 1992.

Notary Public

My Commission Expires: 9/16/95

NOTARY PUBLIC AT LARGE · STATE OF TENNESSEE

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 4 of Nipper's Corner of record in Book 7900, page 299, Register's Office for Davidson County, Tennessee, and described according to survey made by Barge, Waggoner, Sumner and Cannon dated March 29, 1991, revised May 2, 1991, updated November 19, 1991, and revised December 4, 1991, as follows:

Being a parcel of land in Nashville, First Civil District, Thirty-second Councilmanic District, Davidson County, Tennessee, located on the northerly side of Old Hickory Boulevard east of Edmondson Pike, being Lot No. 4 as shown on the plan of Nipper's Corner as recorded in Book 7900, page 299, R.O.D.C., and being more particularly described as follows:

Beginning at an iron pin in the northerly margin of Old Hickory Boulevard, said iron pin being easterly 279.35 feet from the easterly margin of Edmondson Pike;

Thence, leaving said margin North 02 deg. 32 min. 10 sec. East, 198.30 feet to an iron pin;

Thence, North 88 deg. 30 min. 39 sec. East, 58.98 feet to an iron pin;

Thence, South 02 deg. 32 min. 10 sec. West, 178.16 feet to an iron pin;

Thence, with a curve to the right 53.29 feet to an iron pin in the northerly margin of Old Hickory Boulevard, said curve having a central angle of 61 deg. 04 min. 07 sec., a radius of 50.00 feet, a tangent of 29.49 feet, and a chord of South 63 deg. 30 min. 23 sec. West, 50.80 feet;

Thence, with said margin North 85 deg. 57 min. 34 sec. West, 14.42 feet to the point of beginning.

Containing 11,500 square feet or 0.26 acres, more or less.

Being a portion of the same property conveyed to Nipper Properties, a Tennessee Joint Venture, by Quitclaim Deed from James S. Lattimore, Jr., Trustee, of record in Book 8125, page 422; as amended by Deed of Correction in Book 8375, page 216, Register's Office for Davidson County, Tennessee; and by Quitclaim Deed from Mildred P. Nipper, of record in Book 8125, page 424, said Register's Office.

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JAN 10 10 25 AM '92

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OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8525 PAGE 991

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
115000.00
CON TX 425.50
PRFEE 1.00
WDEED 12.00
TOTAL 438.50
CHECK 438.50
01/10/92 01 10:26 0001 5844

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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JAN 10 10 25 AM '92

No. 102 [illegible]