THIS INSTRUMENT PREPARED BY:

JAMES C. DALE III
Attorney at Law
221 4th Ave. North, 5th Floor
Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $184,000.00.

James C. Dale III
AFFIANT

Subscribed and sworn to before me this 30th day of July, 1993.

Nancy A. Day
NOTARY PUBLIC
My Commission Expires: 7-26-97

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

ADDRESS NEW OWNERS:	SEND TAX BILLS:	MAP/PARCEL NOS:
Harris & Ezell Equipment Co. 5100 Linbar Drive Nashville, TN 37211	Same	Map 161-12 Parcel 16

WARRANTY DEED

For and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pierce-Hardy Real Estate Co., a Pennsylvania Business Trust, herein referred to as Grantor, has bargained and sold and by these presents does hereby transfer and convey unto Harris & Ezell Equipment Company, a Tennessee general partnership, its successors and assigns, hereinafter referred to as Grantee, a certain tract or parcel of land ("the Property") described according to survey of Allen R. Trumbo, Tennessee Registered Land Surveyor No. 1127, dated May 5, 1993 as follows:

Beginning at an iron rod situated in the south margin of Old Hickory Blvd., said point being 425.50 feet, more or less, east of the east margin of Nolensville Road;

Thence, along the south margin of Old Hickory Blvd., north 84 degrees 27 minutes 14 seconds east, a distance of 115.00 feet to an iron rod, being the northwest corner of the James Freeman, Trustee, property of record in Book 6391, Page 851, R.O.D.C., Tennessee;

Thence, leaving said road along Freeman's west line, south 4 degrees 59 minutes 39 seconds east, a distance of 252.89 feet to an iron rod;

Thence, south 85 degrees 0 minutes 21 seconds west, a distance of 135.00 feet to an iron rod;

Thence, north 4 degrees 59 minutes 39 seconds west, a distance of 176.78 feet to an iron rod;

Thence, north 85 degrees 00 minutes 21 seconds east, a distance of 20.00 feet to an iron rod;

Thence, north 4 degrees 59 minutes 39 seconds west, a distance of 75.00 feet to the point of beginning and containing 0.75 acres of land, more or less.

Being a portion of the property conveyed to Pierce-Hardy Real Estate, Inc., a Pennsylvania corporation, predecessor of Grantor, by Deed from The Pep Boys - Manny, Moe & Jack, a Pennsylvania corporation, of record in Book 8223, Page 932, Register's Office for Davidson County, Tennessee. Also being Lot No. 2-3 on the Plan of Revision of Lot No. 2, Handy City Commercial Area, of record in Plat Book 7900, page 213, R.O.D.C., Tennessee.

Together with the easements and other rights granted pursuant to Reciprocal Easement Maintenance and Use Restrictions Agreement recorded in Book 8223, page 934, R.O.D.C., Tennessee; and

Together with all rights and appurtenances thereunto belonging or in anywise appertaining and all right, title and interest of Grantee in and to any and all roads, streets, alleys and ways bounding the Property.

The property is unimproved and is located on Old Hickory Blvd., Nashville, Tennessee 37211.

Grantor herein warrants and covenants that Grantor will not buy, sell, lease or otherwise make available any land either now controlled by Grantor or acquired subsequent to the date of this Deed, within one city block or 1,000 lineal feet, whichever is greater, of the demised premises for use for restaurant or food service purposes for a period of 50 years, or the maximum restrictable time under state law on the date of execution hereof. This covenant shall be binding upon Grantor, its successors, assigns or beneficiaries. Grantor does further agree that it will not convey any parcel of land within the restricted area except by lease or deed containing restrictive covenants equivalent to the above, which fully protect Grantee's interest herein. Any subsequent purchaser or lessee under the Grantor herein does hereby agree to be bound by these same provisions and agrees that the foregoing covenant is attached to and running with the land.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever. Grantor does further covenant with the said 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 following:

1. The lien for 1993 Metropolitan property taxes which have been prorated and will be paid by Grantee.

2. Matters shown on the Plat recorded in Book 7900, page 213, R.O.D.C., Tennessee.

3. All other matters that appear of record.

Grantor does further covenant and bind itself, its successors and assigns, to warrant and defend the title to the Property to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

This 2ND day of JUNE, 1993.

PIERCE-HARDY REAL ESTATE CO.

By: _____

Its: PRESIDENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF WASHINGTON)

Before me, GRAYSELDA GOULD, a Notary Public of the County and State aforesaid, personally appeared JOSEPH A HARDY, SR., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be PRESIDENT of Pierce-Hardy Real Estate Co., the within named bargainor, a Pennsylvania Business Trust, and that he, as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Business Trust by himself as PRESIDENT.

Witness my hand and official seal at McMurray, Pennsylvania, this 2nd day of June 1993, 1993.

Grayselda Gould
NOTARY PUBLIC

My Commission Expires: March 28, 1994

Notarial Seal
Grayselda Gould, Notary Public
Peters Twp., Washington County
My Commission Expires March 28, 1994
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA GRAYSELDA GOULD

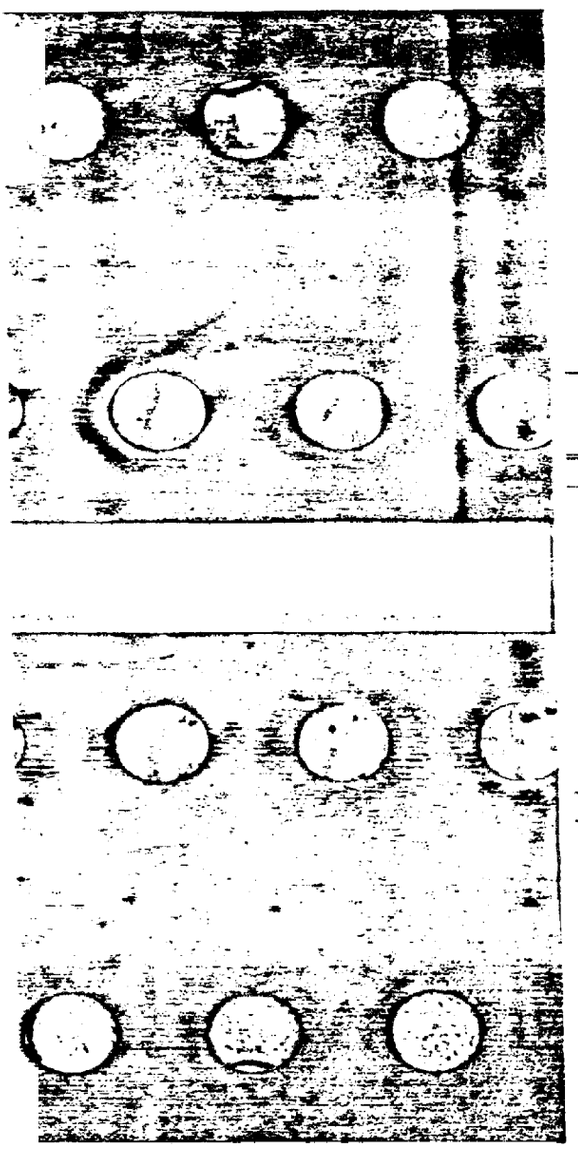
45560

IDENTIF. A REFERENCE

93 JUL 30 PM 1:30

RECORDER OF DEEDS
WASHINGTON COUNTY, PA

93 JUL 30 PM 1:01 RECK 693.30



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

RECEIVED OF _____

FOR _____

BOOK 9030 PAGE 692

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - 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	
	184000.00
DON TX	680.80
PRFEE	1.00
MDEED	12.00
TOTAL	693.80
	693.80

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

93 JUL 30 PM 1:30

FELIX Z. WILSON, II, REGISTER
DAVIDSON COUNTY, TN.

46560
IDENTIF. & REFERENCE

No. 680286