54968
IDENTIF. # REFERENCE

WHEN RECORDED RETURN TO:
#7476A
National Code Corporation
225 West 34th Street
Suite 2110
New York, NY 10122
Attn: Seth Schlussberg

93 AUG 23 PM 3:37
REGISTER
DAVIDSON COUNTY, TN.

MAIL TAX STATEMENTS TO:

CIRCLE K PROPERTIES, INC.
P.O. Box 52122
Phoenix, AZ 85072
Attn: Property Tax Department

2912 08/23 0101 03CHECK 16.00

BOOK 9055 PAGE 381

This instrument prepared by: Joanne Franzel, Esq.

WARRANTY DEED

THIS INDENTURE, made and entered into this 26 day of July, 1993 by and between CIRCLE K CONVENIENCE STORES, INC., a Texas corporation ("Grantor") and CIRCLE K PROPERTIES, INC., a Delaware corporation ("Grantee"),

WITNESSETH, that for the consideration hereinafter expressed Grantor hereby conveys, grants, bargains and sells to Grantee the real property which is situated in the County of DAVIDSON, State of TENNESSEE and more particularly described in Exhibit A hereto, together with the tenements, hereditaments and appurtenances belonging to such property (collectively, the "Property"). This conveyance is being made pursuant to Grantor's Plan of Reorganization filed January 15, 1993 in the United States Bankruptcy Court, District of Arizona, Case Nos. 90-5052-PHX-GBN to 90-5075-PHX-GBN, as amended, and confirmed by Order of the United States Bankruptcy Court, District of Arizona, dated June 16, 1993.

TO HAVE AND TO HOLD the Property unto the Grantee and Grantee's successors and assigns in fee simple forever. Grantor hereby covenants with Grantee that it is lawfully seized in fee of the Property; that it has good right to sell and convey the same; that the same is unencumbered, except for the following encumbrances (a) those disclosed in any title insurance policy issued to Grantor, or its predecessor by operation of law, (b) a lien not yet delinquent for real property taxes and general or special assessments, (c) zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property and (d) takings by eminent domain which may have occurred between the date on which Grantor acquired title to the Property and the date hereof. Subject to the foregoing, Grantor shall warrant and defend Grantee's title and quiet possession to the Property against the lawful claims of any person or persons whomsoever. Grantor's covenants and warranties made herein shall be solely for the benefit of Grantee and its successors by operation of law, but shall not run with the land.

NO MORTGAGE TAX DUE ON INSTRUMENTS PURSUANT TO MERGERS, CONSOLIDATIONS, SALES OR TRANSFERS OF SUBSTANTIALLY ALL OF THE ASSETS PURSUANT TO PLANS OF REORGANIZATION.

TENNESSEE/DAVIDSON
Number: 08313
Type: S
3740 DICKERSON RD
NASHVILLE, TN 37207

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

THE CONSIDERATION for this conveyance is Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, receipt of all of which is hereby acknowledged.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed by and through its duly authorized officers the day and year first above written.

ATTEST:

Joel A. Sterrett, Secretary

CIRCLE K CONVENIENCE STORES, INC., a Texas corporation

By: _____
Name: Gehl P. Babinec
Title: Vice President

Number: 08313
Type: S

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Before me the undersigned Notary Public in and for the said County and State personally appeared Gehl P. Babinec and Joel A. Sterrett, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged themselves to be the Vice President and Secretary, respectively of CIRCLE K CONVENIENCE STORES, INC., the within named bargainor, a Texas corporation, and they as such Vice President and Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Vice President and attesting the same by the Secretary.

WITNESS my hand and official seal at office this 26 day of July, 1993.

[Notary Seal]

Brian J. McGoey
Notary Public

My commission expires: 1/27/95

STATE OF NEW YORK, COUNTY OF NEW YORK,

95

I or we hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 270,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale. TCA67-4-409

Gehl P. Babinec, Assistant Secretary of Grantee

Subscribed and sworn to before me this 26 day of July, 1993.

[Notary Seal]

Brian J. McGoey
Notary Public

My commission expires: 1/27/95

NA93320.016/4+

95

Number: 08313
Type: S

EXHIBIT A BOOK 9055 PAGE 334

BEING PART OF LOT NO. 4 ON THE PLAN OF BELLSHIRE ESTATES, SECTION 11 AS OF RECORD IN PLAT BOOK 2133, PAGE 111, R.O.D.C., TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WESTCHESTER DRIVE, SAID IRON PIN BEING LOCATED 205.67 FEET EAST OF A EXISTING IRON PIN AT THE NORTHWEST CORNER OF LOT NO. 4; THENCE,

1. WITH SAID LINE, S 86°32'00" E 184.03 FEET TO AN EXISTING IRON PIN AT THE WESTERLY END OF THE SOUTHWESTERLY RETURN CURVE AT THE INTERSECTION OF WESTCHESTER DRIVE AND DICKERSON PIKE; THENCE,

2. EASTWARDLY AND SOUTHWARDLY WITH A 25.00 FOOT RADIUS CURVE TO THE RIGHT, 39.27 FEET TO AN EXISTING IRON PIN AT THE SOUTHERLY END OF SAID CURVE ON THE WESTERLY RIGHT-OF-WAY LINE OF DICKERSON PIKE; THENCE,

3. WITH SAID LINE S 3°28'00" W 184.03 FEET TO AN IRON PIN SET; THENCE,

4. SEVERING LOT NO. 4, N 86°32'00" W 209.03 FEET TO AN EXISTING IRON PIN; THENCE,

5. N 3°28'00" E 209.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.00 ACRES, MORE OR LESS.

8313

LA930900.004 /102/S