BOOK 9382 PAGE 21

Bk 37

94 JUN 17 PM 3:44

ELIZ... REGISTER
DAVIDSON COUNTY, TN.

62320

IDENTIF. & REFERENCE

This instrument prepared by:
B. R. Doster, Esq.
200 East Randolph Drive
Chicago, IL 60601

Address New	Send Tax	Map/Parcel
Owner as Follows:	Bills to:	Number:
Hotel South	Same	Map 108-1;
c/o S&W Management Corp.		Parcel 62
1862 Highway 45 By-Pass		
Jackson, TN 38305		

SS#6181
583 Donnelson Pike
Nashville, TN

GENERAL WARRANTY DEED

THIS INDENTURE, made and entered into by and between AMOCO OIL COMPANY, a Maryland Corporation (formerly known as The American Oil Company) ("Grantor"), and HOTEL SOUTH, a Tennessee general partnership comprised of James W. Ayers, James G. Simmons, Charles E. Woodside, and Lym S. Woodside, having an address of 1862 Highway 45 Bypass, Jackson, Tennessee 38305 ("Grantee"), WITNESSETH:

That for the consideration of $10.00 cash and other good and valuable considerations paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto party of the Grantee, and unto its successors and assigns forever, the following lands lying in the County of Davidson and State of Tennessee, to wit:

SEE EXHIBIT A, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said Grantee and unto its successors and assigns forever, with all appurtenances, tenements, hereditaments, and with every privilege, right, title, interest, and estate, reversion, remainder, and easement thereto belonging or in any way appertaining (the Property").

And Grantor hereby covenants with Grantee that Grantee is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey same; that the Property is unencumbered except as set forth herein; and that it will forever warrant and defend the title to said lands against the lawful claims of any and all persons claiming by, through, or under it but none other, subject to:

1) Existing leases, easements, sidetract and license agreements, if any, whether of record or not.

2) Covenants and conditions of record, if any.

3) Taxes and special assessments against the said premises, if any.

4) The subject property is conveyed "WHERE IS" and "AS IS", it is expressly understood that Seller makes no representations or warranties, express or implied, with respect to the condition of the Property, including any improvements, buildings, structures, facilities, tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining to the Property.

5) Zoning laws and municipal regulations, if any; building line restrictions, use restrictions and building restrictions of record, if any; and any party wall agreements of record.

6) Encroachments, overlaps and other matter which would be disclosed by an accurate current survey.

7) The following covenants and agreements of the Grantee:

"The Grantee herein hereby covenants and agrees for himself, his heirs, executors and assigns, that no part of the real estate herein conveyed shall be used by said grantee, his heirs, executors, grantees or assigns, for the purpose of conducting or carrying on the business of selling, handling or dealing in gasoline, kerosene, benzol, naphtha, greases, lubricating oils, of any fuel to be used for internal combustion engines, or lubricants in any form.

"The foregoing restriction shall terminate and be of no further force and effect upon the expiration of a period of 20 years from the date hereof."

IN TESTIMONY WHEREOF, Grantor has caused this instrument to be executed by its proper officers and its corporate seal affixed on this 15th day of June, 1994.

ATTEST:

Regina A Wilkens
Regina A Wilkens
Assistant Secretary

AMOCO OIL COMPANY, A Maryland Corporation
(Formerly known as American Oil Company)

By: T. J. Ciechanowski

Its: T. J. Clechanowski, Manager
Real Estate Administration

WITNESS:

Signature: Cynthia Jobster
Print Name: Cynthia Lubisk

Signature: Russell J Coutinho
Print Name: Russell J Coutinho

ACKNOWLEDGEMENT

7457 06/17 0101 03CHECK 1315.40

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 15th day of June, 1994, before me, a notary public for said county and state, personally appeared T. J. Ciechanowski, who acknowledge himself to be the Manager--Real Estate Administration of AMOCO OIL COMPANY, a Maryland corporation, and that he as such Manager--Real Estate Administration, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Manager--Real Estate Administration.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

"OFFICIAL SEAL"
M. AZALIA ABNEY
Notary Public, State of Illinois
My Commission Expires 3/31/96

Signature M. Azalia Abney
Print Name

(Seal)

STATE OF TENNESSEE)
)ss.
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $352,000.00

Affiant

Sworn to and Subscribed before me this 17th day of June, 1994.

Notary Public--My Commission Expires

RAW/6181.wp/June 9, 1994

Exhibit A

A tract of land in the First Civil District of Metropolitan Nashville -- Davidson County, Tennessee, being Lot No. 1 as shown on the Final Plat of Section I -- Donelson Pike Commercial Subdivision as of record in Plat Book 4350, Page 89, R.O.D.C., Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin (set) at the southerly end of the southeast return curve at the intersection of an unnamed road (60-foot R.O.W., as shown on the aforesaid plat) and Donelson Pike (160-foot R.O.W.); thence

1. Northeastwardly, with said return curve have a 12.5-foot radius to the right, a distance of 19.64 feet to an iron pin (set); said curve has a chord bearing and distance of N 41 deg. 06' 00" E 17.678 feet; thence

2. With the southerly right of way line of said 60-foot road, N 86 deg. 06' 00" E a distance of 11.70 feet to an iron pin (set); thence

3. With a 924.93-foot radius curve to the right, a distance of 278.47 feet to an iron pin (set); said curve has a chord bearing and distance of S 85 deg. 16' 30" E 277.418 feet; thence

4. Leaving said right of way line S 13 deg. 21' 00" W a distance of 128.85 feet to an existing iron pin in the northerly property line of a tract of land deeded to the State of Tennessee, as of record in Deed Book 8126, Page 899, R.O.D.C., Tennessee; thence

5. With the northerly property line of the State of Tennessee tract, N 85 deg. 39' 00" E a distance of 209.53 feet to an existing iron pin in the easterly right of way line of Donelson Pike; thence

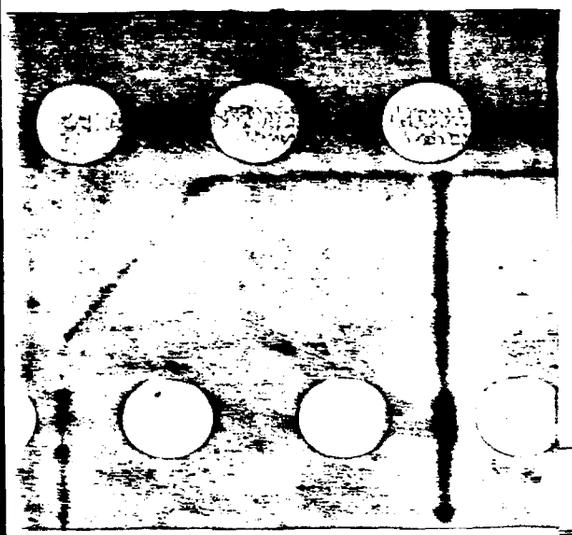
6. With the easterly right of way line of Donelson Pike, N 04 deg. 21' 00" W a distance of 61.50 feet to a P.K. nail (set in asphalt) at an off-set in said right of way line; thence

7. With the off-set in said right of way line, S 85 deg. 39' 00" W a distance of 44.00 feet to an existing iron pin; thence

8. N 14 deg. 21' 00" W a distance of 34.55 feet to an iron pin (set); thence

9. N 03 deg. 54' 00" W a distance of 58.67 feet to the point of beginning. This tract contains 40,046 square feet or 0.919 of an acre, more or less, as calculated by the above courses which were determined within the precision requirements of a Class "Urban" ALTA/ACSM Land Title Survey or 1992.

This tract is a portion of the same property as deeded to the American Oil Company as of record in Deed Book 4435, Page 141, R.O.D.C., Tennessee.



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

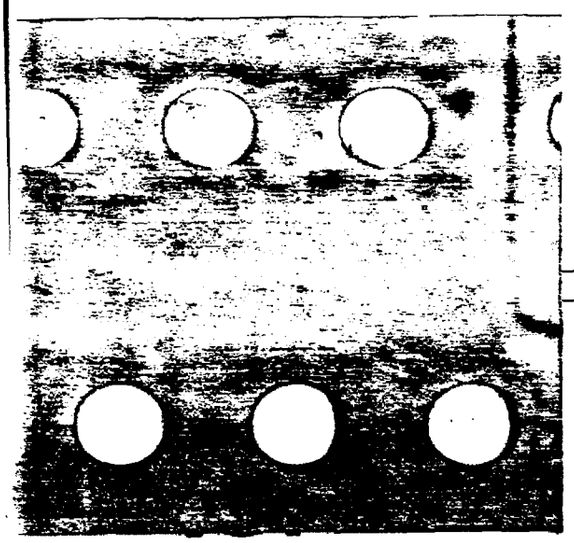
RECEIVED OF _____

FOR _____

BOOK 9382 PAGE 24

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	
	352000.00
CON TX	1302.40
PRFEE	1.00
WDEED	12.00
TOTAL	1315.40
CHECK	1315.40

06/17/94 01 15:45 0001 7457

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

62320
IDENTIF. ↑ REFERENCE

94 JUN 17 PM 3:44
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 804190