07651

BOOK 9516PG560

IDENTIF. & REFERENCE

This Instrument Prepared By:
R. W. Hardison, Attorney at Law
219 W. Seventh Street
P. O. Box 1967
Columbia, TN 38402-1967

Store # 38
Address 1915 Murfreesboro Pike
City/State/Zip Nashville, TN
County Davidson

94 NOV -9 PM 3:40

REGISTER

NAME OF OWNER:	SEND TAX BILLS TO:	TAX PARCEL NO. DAVIDSON COUNTY, TN.
Emro Marketing Company **P. O. Box 1500** **Springfield, OH 45501-1500** **513.864.3000**	**Tax Department** **Emro Marketing Company** **P. O. Box 1500** **Springfield, OH 45501-1500**	**135-385** **PICK-UP**

OATH: The undersigned affiant does hereby swear of affirm that the actual consideration for transfer of value or value of the property being transferred, whichever is greater, is $431.000.00.

AFFIANT

Sworn to and subscribed before me the undersigned authority this 9 day of November, 1994.

NOTARY PUBLIC
Commission Expires: 4-21-96

SEAL

SPECIAL WARRANTY DEED

This Indenture is made and entered into this 9 day of November, 1994 by and between **KWIK SAK, INCORPORATED,** a corporation organized and existing under and by virtue of the laws of the State of Tennessee ("Grantor") and **EMRO MARKETING COMPANY,** a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Grantee").

For and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, cash in hand paid, Grantor has bargained and sold and does by these presents bargain, sell, convey and confirm unto Grantee the following described property:

[See Exhibit A attached hereto and incorporated herein by reference.]

To have and to hold the above-described property, together with all rights, titles, interests, easements, appurtenances and hereditaments thereto appertaining, to Grantee, its heirs and assigns forever in fee simple.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed in fee simple of the above-described property, that Grantor has the full, good and lawful right and authority to bargain, sell, convey and confirm the same, that the Grantor will warrant and defend against the lawful claims of all persons claiming the same by, through or under Grantor, and that the above-described property is unencumbered, except for:

[See Exhibit B attached hereto and incorporated herein by reference.]

Grantor hereby releases that certain easement for ingress and egress as shown by map of record in Plat Book 6900 at page 830 in the Davidson County, Tennessee Register of Deeds office.

Grantor reserves, however, an easement for ingress to and egress from (excluding all construction traffic) Lot 1, Canterchase Commercial, as shown by map of record in Plat Book 6900 at page 830 in the Davidson County, Tennessee Register of Deeds office being described as 40 (frontage) feet by 50 feet in the northern corner of the property conveyed herein and adjacent to the aforesaid Lot 1 and Murfreesboro Pike. The cost of maintenance of the above-described easement shall be the proportionate responsibility of Grantee (Lot 3) and Grantor (Lot 1) on an acreage basis. The above-described easement shall be binding on Grantee and inure to the benefit of Grantor, their successors and assigns, and shall run with the title of the properties of Grantor and Grantee as hereinabove described. Grantor shall work with Grantee to develop a traffic control plan to provide safe and efficient movement of vehicles over the above-described easement.

Grantor also grants unto Grantee an easement for the benefit of access to enforce the terms and conditions of that certain storm water detention agreement of record in Book 7397 at page 982 in the Davidson County, Tennessee Register of Deeds office to the storm water detention area located on the the property of Grantor being Lot 1, Canterchase Commercial, as shown by map of record in Plat Book 6900 at page 830 in the Davidson County, Tennessee Register of Deeds office. The cost of maintenance of the above-described detention area shall be the proportionate responsibility of Grantee (Lot 3) and Grantor (Lots 3 and 4) on an acreage basis. The above-described easement and maintenance obligation shall be binding on and inure to the benefit of Grantee, its successors and assigns, and shall run with the title of the property of Grantor as hereinabove described and Grantor shall place similar provisions in any subsequent deeds to its property (Lots 3 and 4).

Grantor covenants to maintain at its sole expense that certain buffer area on its property being Lot 4, Canterchase Commercial, as shown by map of record in Plat Book 6900 at page 830 in the Davidson County, Tennessee Register of Deeds office and as set forth on Exhibit C attached hereto and incorporated herein by reference. The above-described covenant shall inure to the benefit of Grantee, its successors and assigns, and shall run with the title of the property of Grantor as hereinabove described.

In Witness Whereof, Grantor has caused this instrument to be executed by and through its duly authorized officers the date first above-written.

KWIK SAK, INCORPORATED

BY: _____
Terry Mays, President

[Corporate Seal]
none required

ATTEST: _____
Robert L. Holloway, Jr., Secretary

STATE OF TENNESSEE

COUNTY OF Maury

Before me, the undersigned authority, personally appeared Terry Mays and Robert L. Holloway, Jr., to me known to be the persons described therein (or who proved to me to be the same persons on a satisfactory basis), and who acknowledged themselves to be the President and Secretary of Kwik Sak, Incorporated being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officers.

Witness my hand and seal at office in the aforesaid state and county this 9 day of November, 1994.

_____
NOTARY PUBLIC
Commission Expires: 4-21-96

STATE OF TENNESSEE NOTARY PUBLIC LARGE

FOR REGISTER'S USE ONLY:

Return Document to:
Lawyers Title of Columbia, Inc.
Attn: Title Department
P. O. Box 1505
Columbia, TN 38402-1505
615.381.4053

EXHIBIT A

TRACT 1:

SITUATE in the First (1st) civil district of Davidson County, Tennessee, and being lot 3 of the Resubdivision of Lot No. 1, Canter Chase Commercial as recorded in plat book 6900, page 830, RODC and more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of the parcel described herein, said point being further described as being 327.2 feet from the centerline of Harding Place and being the Northeast corner of lot 1 of the Resubdivision of Lot No. 1, Canter Chase Commercial and in the south boundary of the right of way of Murfreesboro Pike; thence with said Murfreesboro Pike South 54 degrees 11 minutes 30 seconds East 65.15 feet to an iron pin found; thence South 18 degrees 21 minutes 29 seconds West 31.45 feet to an iron pin set; thence South 54 degrees 11 minutes 30 seconds East 245.57 feet to an iron pin set at the Northeast corner of lot 4 of the Resubdivision of Lot No. 1, Canter Chase Commercial; thence with lot 4 West boundary South 36 degrees 01 minutes 47 seconds West 41.81 feet to an iron pin found; thence North 84 degrees 56 minutes 56 seconds West 221.22 feet to an iron pin found at a common corner with lots 1 and 4; thence with a common boundary with lot 1 North 54 degrees 15 minutes 07 seconds West 129.65 feet to an iron pin found; thence with lot 1 East boundary North 35 degrees 44 minutes 16 seconds East 185.08 feet to the point of beginning; containing 40,912 square feet or 0.94 acres, more or less; according to survey dated September 8, 1994 and revised September 26, 1994 by Barge, Waggoner, Sumner & Cannon.

BEING the same property conveyed to Kwik Sak, Inc. by instrument dated September 16, 1988 of record in Book 7659 at page 126 in the Davidson County, Tennessee Register of Deeds office.

(Tax Parcel # 135-385)

TRACT 2:

Those certain "Restrictive Covenants" of record in Book 6807 at page 337 in the Davidson County, Tennessee Register of Deeds office.

TRACT 3:

There is also included those certain "Restrictive Covenants" of record in Book 6807 at page 337 in the Davidson County, Tennessee Register of Deeds office.

EXHIBIT B

1. Deed of Trust dated December 28, 1988, executed by Kwik Sak, Inc., securing an indebtedness in favor of Third National Bank, in the original amount of $600,000.00, of record in Book 7748 at page 888 as re-recorded in Book 7752 at page 151 in the Davidson County, Tennessee Register of Deeds Office.

   The note secured by the above-referenced deed of trust was assumed by Emro Marketing Company, by assumption instrument of record in Book 9516 at Page 651 in the Davidson County, Tennessee Register of Deeds Office.

(Continued on Page ___)

EXHIBIT B - Continued

2. Subject to the following matter as shown by "as built" survey dated September 8, 1994 and as revised September 26, 1994 by Barge, Wagonner, Sumner & Cannon: sewer easement (Book 5609 page 758) and minimum building setback.

3. Storm Water Detention Agreement, of record in Book 7397 at page 982 in the Davidson County, Tennessee Register of Deeds Office.

EXHIBIT C

LAW OFFICES
Courtney, Fleming & Holloway, P.C.

Robin Courtney
William S. Fleming
Robert L. Holloway, Jr.
Patrick A. Flynn
Kenin H. Parris
R. W. Hardison

214 WEST SEVENTH STREET
POST OFFICE BOX 90
Columbia, Tennessee 38402-0090

615/388-0832

September 14, 1988

Marshall Gupton, Pastor
Una Baptist Church
Murfreesboro Road
Nashville, Tennessee 37202

BOOK 9516PG564

RE: Agreement between Kwik Sak, Inc. and
Una Baptist Church

Dear Pastor Gupton:

This letter will serve as an agreement between Una Baptist Church and Kwik Sak, Inc. concerning the property immediately to the East of Una Baptist Church being purchased by Kwik Sak, Inc. for development purposes.

W I T N E S S E T H :

Whereas, Una Baptist Church owns certain property located on the South margin of Murfreesboro Road; and

Whereas, Kwik Sak, Inc. has contracted to purchase certain property adjacent to and east of Una Baptist Church; and

Whereas, Una Baptist Church has agreed to certain changes in the deed restriction of the property to be purchased by Kwik Sak, Inc.; and

Whereas, Kwik Sak, Inc. has agreed to provide for an undisturbed buffer area between the property to be developed and the Una Baptist Church; and

Whereas, the parties do hereby desire to set that agreement to writing.

Now, therefore, for and in consideration of the mutual covenants and agreements as herein below contained, the parties agree as follows:

1. Kwik Sak, Inc. shall designate a strip of land a minimum fifteen (15) feet in width north of and parallel to the South property line of the property to be purchased (which property line adjoins Una Baptist Church) as a buffer area. That portion of the buffer area presently containing trees and shrubs shall be considered "an undisturbed area". Kwik Sak, Inc. agrees that no grading shall take place on the "undisturbed area" and that within that area it will preserve the existing trees and shrubs. The intent of the parties is to create a buffer area between the commerical development on the

EXHIBIT C

property of Kwik Sak, Inc. and the property of Una Baptist Church and for that purpose Kwik Sak, Inc. agrees to save and maintain all of the existing trees and shrubs in the undisturbed area, and whenever reasonably possible to maintain the existing trees near the undisturbed area so long as said trees do not interfer with the commerical development by Kwik Sak, Inc. Kwik Sak, Inc. reserves the right to plant additional trees or shrubs within the undisturbed area. Along the remaining buffer area, Kwik Sak, Inc. shall landscape same to provide future separation of the properties.

2. Kwik Sak, Inc. agrees to establish the buffer area and to include the requirement for the maintenance of same as a restriction to run with the land in all deeds of transfer.

3. Una Baptist Church agrees that it was the intent of all parties in putting certain restrictions on the property, which restrictions are of record at Book 6482, Page 717, Register's Office of Davidson County, Tennessee to include a provision that no alcholic beverages shall be sold within five hundred (500) feet of the East boundary line to be measured as the customer walks rather than as the crow flies. Because certain confusion has arisen as to the measurement of said five hundred (500) feet, Una Baptist Church agrees that the restrictions shall be interpreted as between the parties to be five hundred (500) feet as the customer walks but in no event to be less than four hundred thirty (430) feet in a straight line from the Eastern boundary of said property.

Mdl.

Attest:

Patricia Vaden
Secretary

KWIK SAK, INC.

BY: Jerry Mayo
ITS: President

UNA BAPTIST CHURCH

BY: Raymond Wright
RAYMOND WRIGHT, TRUSTEE

BY: Marshall Gupton
MARSHALL GUPTON, PASTOR

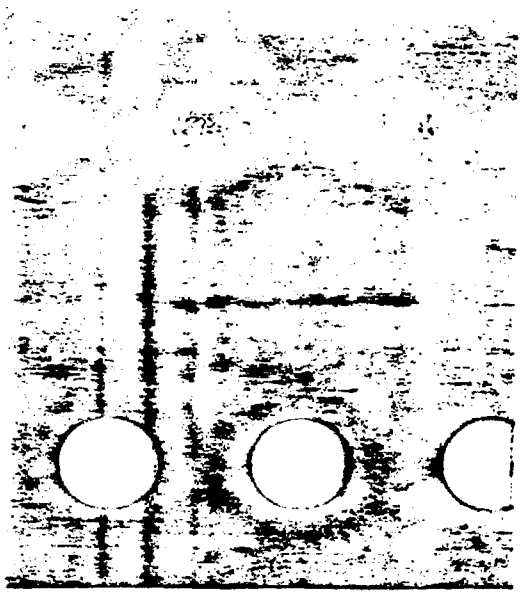
BY: Wymon Creech
WYMON CREECH, TRUSTEE

BY: Wiley Scott
WILEY SCOTT, TRUSTEE

BY: Homer Moser
HOMER MOSER, TRUSTEE

BY: Hershel Meriwether
HERSHEL MERIWETHER, TRUSTEE

2609 11/09 0101 03CHECK 1619-70



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

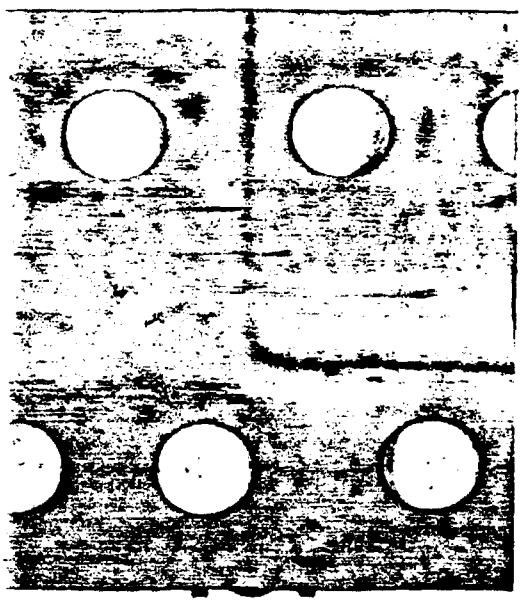
RECEIVED OF _____

FOR _____

BOOK 9516 PG 566

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	431000.00		
	CON TX		1594.70	
	PRFEE		1.00	
	WDEED		24.00	
	TOTAL		1619.70	
	CHECK			1619.70
11/09/94	01	16:39	0001	2609



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07651
IDENTIF. ↑ REFERENCE

94 NOV -9 PM 3:41
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 852711