FILE BOX 61

This Instrument Prepared By:
GRIFFIN, CLIFT, EVERTON & THORNTON
965 Ridge Lake Blvd., Suite 100
Memphis, Tennessee 38120
File No. FF 5024 (GDE/lb)

Return To:
James A. Waechter, Atty.
30 Burton Hills Blvd. #200
Nashville, TN 37215

BOOK 9638 PG 552

WARRANTY DEED

THIS INDENTURE, made and entered into as of this 23 day of ~~February~~ March, 1995, by and between DWIGHT M. KENDALL and DONA S. KENDALL, Trustees of the Kendall Family Trust - 1981, Party of the First Part, and JENKINS PROPERTIES, L.P., a Tennessee Limited Partnership, Party of the Second Part.

W I T N E S S E T H:

That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Party of the First Part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Party of the Second Part the following described real estate, situated and being in the County of Davidson, State of Tennessee:

See Exhibit A, attached hereto and made a part hereof for a more particular description of said property.

This conveyance is made subject to the Permitted Exceptions as shown on Exhibit B, attached hereto and made a part hereof.

3113 04/05 0101 03C-ECK 366.15

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging to or in any wise appertaining unto the said Party of the Second Part, their heirs, successors and assigns in fee simple forever.

The said Party of the First Part does hereby covenant with the said Party of the Second Part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except as set out above, and except for 1995 Davidson County taxes, not yet due and payable, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons whomsoever.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

EXHIBIT A

Land in the 1st Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at an old concrete monument in the easterly margin of Interstate 65, said point being the northwesterly corner of the herein described tract; thence, leaving said margin and along the southerly lines of Carson A. Dickinson as recorded in Book 9228, Page 194, Register's Office for Davidson County, Tennessee, S. 81 deg.-16'-43"E, 147.58 feet to a new iron rod; thence, N. 42 deg-41'-25"E, 55.98 feet to a new iron rod; thence, S. 82 deg-39'-14"E, 161.91 feet to a new iron rod in the westerly line of the Jack L. Jenkins, et al property as recorded in Book 7685, Page 189, R.O.D.C., TN.; thence, S 03 deg.-50'-42"E, 125.92 feet to a new iron rod in the northerly line of the Jenkins Properties L.P. Property as recorded in Book 8864, Page 773, R.O.D.C., TN.; thence, along the northerly and westerly lines of said Jenkins Properties L.P., N 83 deg.-49'-20"W, 27.16 feet to an old iron rod; thence, S. 02deg.-59'-39" E, 782.43 feet to a new iron rod in the northerly line of the Windsor Park Properties 3 Property as recorded in Book 6995, Page 501, R.O.D.C.,TN.; thence, along the northerly and westerly lines of said Windsor Park Properties 3, N 83 deg -23'-01" W, 8.61 feet to a new iron rod; thence, S 46 deg. -35'-05" W, 492.99 feet to a new iron rod; thence, S. 06 deg -30'-47"E, 460.85 feet to a new iron rod in the northerly line of the Metro Government Property as recorded in Book 1198, Page 80, R.O.D.C.,TN.; thence, along the northerly line of said Metro Government Property N. 81 deg.-59'-33"W,162.34 feet to an old iron rod; thence, along the northerly line of the Phillip D. Parkerson Property as recorded in Book 8440, Page 498, R.O.D.C.,TN. N. 81 deg. -23'-05"W, 336.93 feet to an old concrete monument in the easterly margin of Interstate 65; thence, along said margin N. 13 deg. -18'-04" W, 149.51 feet to an old concrete monument; thence, N. 00 deg -52'-27" E, 473.59 feet to an old concrete monument; thence N 01 deg. -03'-39" E, 263.47 feet to an old concrete monument; thence, N 14 deg. -56'-57" E, 259.12 feet to an old concrete monument; thence, N 31 deg. -41'-18" E, 151.72 feet to an old iron rod; thence N 40 deg. -38'-25" E, 71.28 feet to an old concrete monument; thence, N 39 deg. -53'-46" E, passing an old concrete monument at 73.53 feet, a total distance of 198.48 feet to an old concrete monument; thence, N 41 deg. -51'-19" E, 215.17 feet to the Point of beginning and containing 23.57 acres.

This being part of the same property conveyed to the Grantor herein by Warranty Deed of record in Book 5770, Page 639, in the Register's Office of Davidson County, Tennessee.

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

EXHIBIT B

PERMITTED EXCEPTIONS:

1. Temporary Easement Agreement of record in Book 6995, Page 508, said Register's Office, between Windsor Park Properties 3 and The Kendall Family Trust - 1981.

2. Nashville Gas Easement of record in Book 2137, Pages 221 and 313, said Register's Office.

3. Lease with The Lamar Corporation dated June 28, 1989, of record in Book 8002, Page 665, said Register's Office.

4. Water main easement of record in Book 8105, Page 227, said Register's Office.

5. Storm Water and Sanitary Sewer Easement of record in Book 3990, Page 751, said Register's Office.

6. Subject to all matters as shown on the survey of MEC, Inc. dated 12/29/94 and revised 2/10/95. Included, but not by way of limitation, notice is made of the overhead electrical lines, the flow of Page Branch, Sanitary Sewer Lines, and the 100 year flood plain.

7. Subject to limitations of access to a public road.

8. Subject to provisions of that certain Sign Maintenance and Access Easement Agreement being recorded simultaneously herewith.

9. **RESTRICTIVE COVENANT**. Grantee, by acceptance of this Deed, agrees on behalf of itself, its heirs, successors and assigns, that it will not erect or cause to be erected on or allow any part of the property being conveyed hereby to be used for any signage which would advertise anything other than business properties owned solely by Jack and Mary Ann Jenkins or Carolyn and Joe Osborn or their heirs-at-law within a five mile radium. No successor-in-title to Grantee, Jack and Mary Ann Jenkins, Carolyn and Joe Osborne or their heirs-at-law may maintain any signage on the property being conveyed hereby without the express written consent of Grantor or its assigns. This restriction on the use of the property being conveyed shall constitute a covenant running with the land.

IN WITNESS WHEREOF, Party of the First Part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

KENDALL FAMILY TRUST - 1981

By: Dwight M Kendall Trustee
Dwight M. Kendall, Trustee

By: Dona S Kendall, Trustee
Dona S. Kendall, Trustee

STATE OF CALIFORNIA:
COUNTY OF LOS ANGELES:

Before me, the undersigned, a Notary Public, within and for said County and State, duly commissioned and qualified, personally appeared Dwight M. Kendall and Dona S. Kendall, Trustees of the Kendall Family Trust - 1981, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained by signing the name of the Trust by themselves as such Trustees.

WITNESS my hand and Notarial Seal at office, this 23rd day of March, 1995.

Paula F. Baird
Notary Public

My Commission Expires: Jul 29, 1996

PAULA F BAIRD
COMM. # 970493
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires JUL 29,1996

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

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 $229,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

SUBSCRIBED AND SWORN TO before me this 31st day of March, 1995.

Notary Public

My Commission Expires: 5-11-95

Tax Parcel No.: Map 71-10 Parcel 200; Map 71-6 Parcel 68

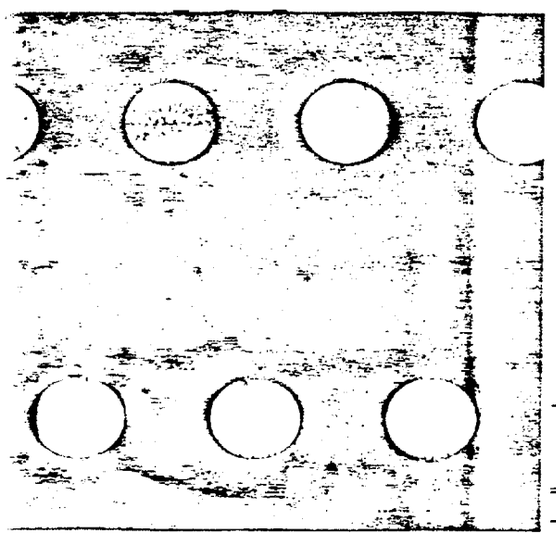
Mail Tax Bills To: Jenkins Properties, L. P.
4215 Harding Road, Ste. 1002
Nashville, TN 37205

Property Address: Vacant Land

10:21 AM 95 APR -5

18981

IDENTIFICATION REFERENCE



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

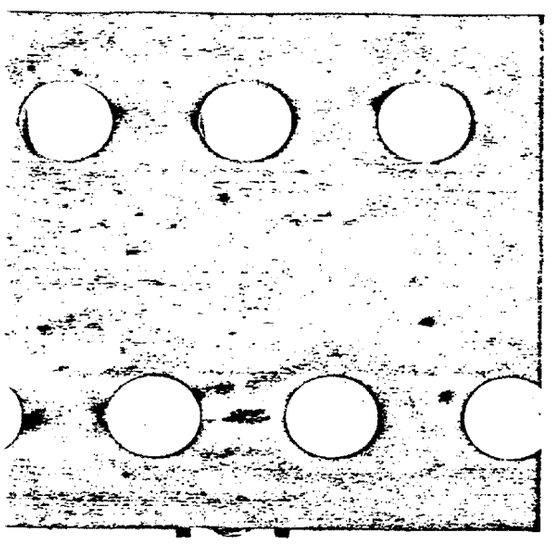
RECEIVED OF _____

FOR _____

BOOK 9638 PG 556

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
229500.00
CON TX 849.15
PRFEE 1.00
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 16.00
TOTAL 866.15
CHECK 866.15

04/05/95 01 14:00 0001 3028

48981

IDENTIFICATION REFERENCE

95 APR -5 PM 2:01

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 897550