Bee 49
95-24575

This Instrument Prepared By:
Preston C. Delashmit, Esq.
Venema, Doherty & Delashmit, P.C.
Suite 1650, Platinum Tower
400 Interstate North Parkway
Atlanta, Georgia 30339

MAP PARCEL NO.
134-10-2

Send Tax Bills to: (New Owner)
Treetop Enterprises Inc.
5040 Linbar Drive, Suite 300
Nashville, Tennessee 37211

QUITCLAIM DEED

BOOK 9813 PG 843

STATE OF TENNESSEE

COUNTY OF DAVIDSON

For and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration in hand paid to AMOCO OIL COMPANY, a Maryland corporation ("**Grantor**"), with its principal business office at 200 East Randolph Drive, Chicago, Illinois 60601, by TREETOP ENTERPRISES INC., a Tennessee corporation ("**Grantee**"), with its principal business office at 5040 Linbar Drive, Suite 300, Nashville, Tennessee 37211, the receipt and sufficiency of which being hereby acknowledged, Grantor has bargained and sold and by those presents does transfer, remise, convey and forever quitclaim to Grantee a certain tract or parcel of land lying in Davidson County, State of Tennessee, described as follows to-wit (the "**Property**"):

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

all said real property, together with any and all buildings, appurtances, other improvements and fixtures and equipment situated thereon, all plants, shrubbery, trees, timber, and all of the right, title, interest of Grantor in any and all public and private roads and rights of way crossings or abutting said real property, subject, however to the easements, rights and privileges reserved by Grantor, as more particularly described herein and incorporated herein by this reference, and the following statement of restriction:

> Grantee, its heirs, executors and assigns, hereby covenant and agree that no part of the Property herein conveyed shall be used by Grantee, its heirs, executors, grantee 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, or any fuel to be used for internal combustion engines, or lubricants in any form, except as such items may be used in connection with operation of a restaurant or food service business on the Property. The foregoing restriction shall terminate and be of no further force and effect upon the expiration of a period of twenty (20) years from the date hereof.

Grantee covenants that the Property will not be used for a Mexican Food outlet for

a period of twenty (20) years from the date of settlement. Said provision shall be binding on successors in interest and shall survive settlement.

The foregoing covenants shall run with the land and be binding on said Grantee, its heirs, executors, grantees and assigns, and inure to the benefit of the Grantor herein, its successors and assigns.

TO HAVE AND TO HOLD the said tract or parcel of land together with the appurtenances, hereditaments, estate, title, and interest thereunto belonging to Grantee is subject only to the easements, rights and privileges reserved by Grantor as more particularly described herein (the "**Permitted Exceptions**"), to wit:

1. Taxes for the 1995 year and subsequent years, a lien but not yet due and payable.

2. All matters shown on Plat recorded in Book 4350, page 35, said Register's Office.

3. Easement(s) as set forth in instrument recorded in Book 6932, page 85, said Register's Office.

4. Easement(s) as set forth in instrument recorded in Book 6932, page 133, said Register's Office.

5. All matters shown on Plat recorded in Book 6250, page 713, said Register's Office.

TO HAVE AND TO HOLD the said Property unto the Grantee, so that neither the said Grantor nor any other person claiming by, through or under Grantor shall at any time claim or demand any right, title or interest to the Property or its appurtances.

WITNESS our hands and corporate seal this 28th day of September, 1995.

"Grantor"

ATTEST:

By: J M Baker
Name:
Title:

AMOCO OIL COMPANY

By: T J Ciechanowski
Name:
Title: T. J. Ciechanowski, Manager
Real Estate Administration

[CORPORATE SEAL]

AMOCO OIL COMPANY CORPORATE SEAL 1922 BALTIMORE, MD

[Signatures Continued on Next Page.]

BOOK 9813PG851

ACKNOWLEDGEMENT

STATE OF Illinois

COUNTY OF Cook

On this ____ day of _____, 1995, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T.J. CiechanowsKi _____, to me personally known, who, being by me duly sworn did say that she/he is the Manager / Real Estate Administrator of Amoco Oil Company, a corporation organized under the laws of the State of Maryland, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, for the purposes therein contained, by the authority of its Board of Directors and said __ _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 28th day of September, 1995.

" OFFICIAL SEAL "
DEBORAH M. BARRETT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/16/96

Deborah M. Barrett
Notary Public

My Commission Expires:_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $10.00.

_____
Affiant

Sworn to and subscribed before me, this the 2nd day of Oct, 1995.

LINDA PRITCHETT NOTARY PUBLIC STATE OF TENNESSEE STATE AT LARGE

Notary Public

My Commission Expires: My commission Expires March 21, 1998

n540.nkh

EXHIBIT A

BOOK 9813 PG 852

AMOCO OIL COMPANY

LEGAL DESCRIPTION

BEGINNING at a concrete monument, said monument being at the northeasterly corner of Lot No. 4 of the Taco Bell Subdivision Two of record in Plat Book 7900, Page 448, of the Register's Office of Davidson County, Tennessee; said monument also being in the westerly margin of Antioch Pike;

THENCE, with said margin of Antioch Pike, South 32° 56' 34" East, 50.00 feet to an iron pin;

THENCE, leaving said margin of Antioch Pike, South 57° 03' 26" West, 199.28 feet to an iron pin;

THENCE, along a curve to the left with a central angle of 77° 41' 54", and a radius of 30.00 feet, a distance of 40.69 feet to an iron pin;

THENCE, South 20° 38' 28" East, 197.34 feet to an iron pin;

THENCE, South 62° 17' 35" West, 39.98 feet to an iron pin;

THENCE, South 88° 44' 35" West, 92.68 feet to an iron pin;

THENCE, North 00° 34' 48" East, 206.37 feet to an iron pin;

THENCE, North 3° 12' 08" East, 64.30 feet to an iron pin;

THENCE, North 65° 23' 21" East, 68.14 feet to a concrete monument;

THENCE, North 57° 03' 26" East, 170.00 feet to the point of beginning, containing 33,219 square feet (0.763 acres).

BEING a portion of the property conveyed to Amoco Oil Company, of record in Deed Book 7672, Page 693, of the Register's Office of Davidson County, Tennessee.

0107423
IDENTIF. # REFERENCE

95 OCT -2 PM 1:06
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

1527 0.00 2101 03CHECK 16.00

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