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Box 49
95-29575

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

SPECIAL WARRANTY DEED BOOK 9813 PG 853

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 and convey unto Grantee, its successors and assigns, a certain tract or parcel of land lying in Davidson County, State of Tennessee, described as follows to-wit (the "**Property**"):

> Lot 4, excluding Lot 4A of the Resubdivision of the Taco Bell Subdivision Two, as of record in Plat Book 8250, page 301 in the Register's Office of Davidson County, Tennessee.
>
> Being part of the same property conveyed to Amoco Oil Company, Maryland corporation, by Deed from N & W Properties, a Partnership, of record in Book 7672, page 693, said Register's Office.

together with a non-exclusive easement for ingress and egress of vehicular and pedestrian traffic over that certain parcel, to wit:

PARCEL # 2, TRACT "C":
INGRESS-EGRESS EASEMENT AREA:

TO FIND THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE HAVING A 50-FOOT RIGHT-OF-WAY AND THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE HAVING A 100-FOOT RIGHT-OF-WAY IF BOTH RIGHT-OF-WAYS WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A MITER; THENCE NORTH 32 DEGREES 56 MINUTES 34 SECONDS WEST 47.61 FEET TO AN IRON PIN SET ON THE SOUTHWESTERLY RIGHT-OF-WAY OF

ANTIOCH PIKE; THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE NORTH 32 DEGREES 56 MINUTES 34 SECONDS WEST 177.39 FEET TO AN IRON PIN SET AND THE POINT OF BEGINNING; THENCE SOUTH 22 DEGREES 44 MINUTES 21 SECONDS EAST 220.77 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE FOLLOWING THE ARC OF A CURVE TO THE RIGHT 38.74 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 1,095.68 FEET AND CHORD BEARING AND DISTANCE OF SOUTH 68 DEGREES 16 MINUTES 38 SECONDS WEST 38.74 FEET; THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE NORTH 13 DEGREES 11 MINUTES 10 SECONDS WEST 88.79 FEET TO AN IRON PIN SET; THENCE NORTH 22 DEGREES 44 MINUTES 21 SECONDS WEST 130.44 FEET TO AN IRON PIN SET; THENCE NORTH 62 DEGREES 17 MINUTES 35 SECONDS EAST 24.09 FEET TO THE POINT OF BEGINNING CONTAINING 0.14 ACRES.

and a non-exclusive ingress/egress easement, to wit:

TO FIND THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE HAVING A 50-FOOT RIGHT-OF-WAY AND THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE HAVING A 100-FOOT RIGHT-OF-WAY IF BOTH RIGHT-OF-WAYS WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A MITER; THENCE NORTH 32 DEGREES 56 MINUTES 34 SECONDS WEST 47.61 FEET TO AN IRON PIN SET ON THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE; THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE NORTH 32 DEGREES 56 MINUTES 34 SECONDS WEST 419.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 03 MINUTES 27 SECONDS WEST 204.29 FEET TO A POINT; THENCE FOLLOWING THE ARC OF A CURVE TO THE LEFT 40.68 FEET TO A POINT, SAID CURVATURE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 12 MINUTES 29 SECONDS WEST 37.64 FEET AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTH 20 DEGREES 38 MINUTES 28 SECONDS EAST 197.34 FEET TO A POINT; THENCE SOUTH 62 DEGREES 17 MINUTES 35 SECONDS WEST 30.23 FEET TO A POINT; THENCE NORTH 20 DEGREES 38 MINUTES 28 SECONDS WEST 201.06 FEET TO A POINT; THENCE FOLLOWING THE ARC OF A CURVE TO THE RIGHT 81.37 FEET TO A POINT, SAID CURVATURE HAVING A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 12 MINUTES 29 SECONDS EAST 75.27 FEET AND HAVING

A RADIUS OF 60.00 FEET; THENCE NORTH 57 DEGREES 03 MINUTES 27 SECONDS EAST 204.29 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE; THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE SOUTH 32 DEGREES 56 MINUTES 34 SECONDS EAST 30.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.32 ACRES.

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, and Grantor does hereby covenant with the said Grantee, that it is lawfully seized and possessed of said tract or parcel of land in fee simple; that it has a good right to convey said tract or parcel and that the same is unencumbered; 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.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

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

[CORPORATE SEAL]

[Signatures Continued on Next Page]

BOOK 9813 PG 857

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 he is the Manager, Real Estate Administration 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:_____

0107424
IDENTIF. & REFERENCE

95 OCT 6 PM 4:06
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $25,000.00.

_____ Affiant

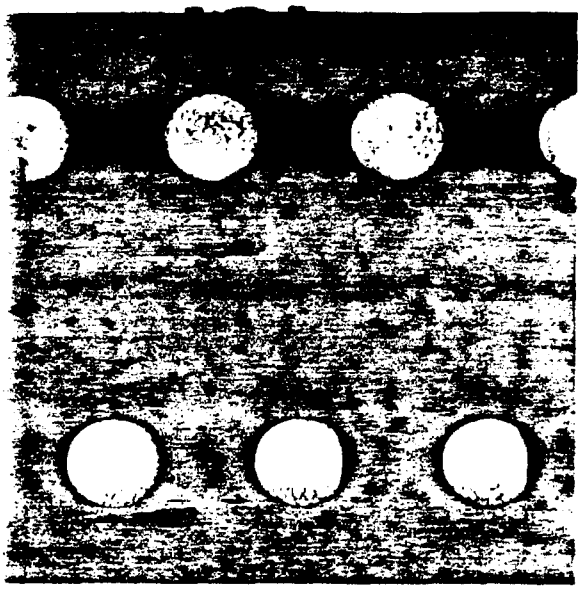
Sworn to and subscribed before me this the 2nd day of Oct 1995

LINDA PRITCHETT
STATE AT LARGE
STATE OF TENNESSEE

Linda Pritchett
Notary Public

My Commission Expires: My ommission Expires March 21, 1998

1688 10/02 2101 03CHECK 113.50



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9813 PG 853

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

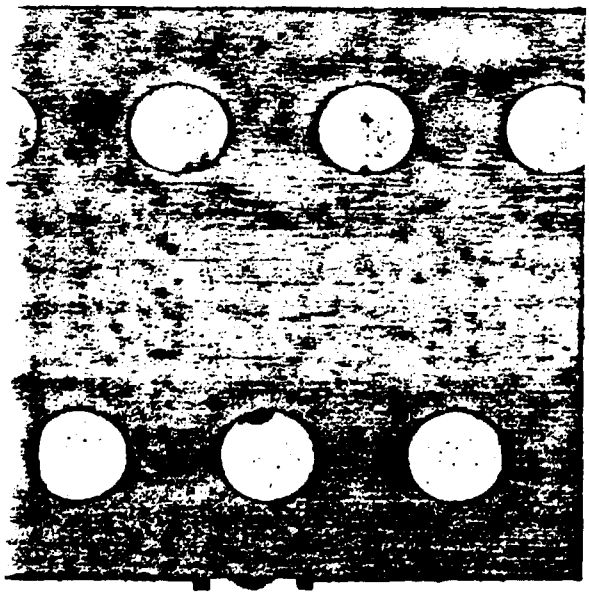
MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 25000.00
CON TX 92.50
PRFEE 1.00
WDEED 20.00
TOTAL 113.50
CHECK 113.50

10/02/95 01 16:06 0001 1688

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0107424
IDENTIF. ↑ REFERENCE

95 OCT -2 PM 4:
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY

No. 960479