0135999

IDENTIF. ↑ REFERENCE

PICK-UP

95 DEC 28 PM 2:21

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

BOOK 9901 PG 410

This Instrument prepared by
and after recording return to:
GREENE & GREENE
323 Union Street
Nashville, Tennessee 37201

Send Tax Bills to New Owner at:

Washmaster Arlington Limited Partnership
c/o Washmaster Management, Inc.
920 Holcomb Bridge Road
Suite 500
Roswell, GA 30076

Map: 2DA 460
Parcel: 120-6-49

GENERAL WARRANTY DEED

STATE OF TENNESSEE

COUNTY OF DAVIDSON

THAT MURFREESBORO ROAD AUTO WASH CORPORATION, INC., a Tennessee corporation, formerly known as HOT SPRINGS AUTO WASH CORPORATION OF TENNESSEE, N.V., a Netherland Antilles corporation (herein called the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to the Grantor in hand paid by WASHMASTER ARLINGTON LIMITED PARTNERSHIP, a Texas limited partnership (herein called the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the Grantee, those certain tracts or parcels of real property situated in Davidson County, Tennessee, which are described in Exhibit A attached hereto and incorporated herein by reference for all purposes, together with (i) all and singular the rights, benefits, privileges, easements, tenements and appurtenances pertaining thereto, including any right, title and interest of the Grantor in and to adjacent streets, roads, alleys, improvements, buildings and fixtures located thereon (said land, together with such rights, benefits, privileges, tenements and appurtenances, and improvements, buildings and fixtures being hereinafter collectively called the "Property").

This conveyance is made and accepted subject to the easements, covenants and restrictions, if any, forming the chain of title and set forth in Exhibit B attached hereto and incorporated herein by reference for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, as aforesaid, unto the Grantee, its successors and assigns, forever.

The Grantor, for itself and its heirs, successors and assigns covenants with the Grantee that the Grantor is lawfully seized of a good, absolute and indivisible estate in fee simple of the Property; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor has done no act to encumber the Property; and that the Grantee shall have quiet possession of the Property; and, subject to the Permitted Exceptions, the Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor or any other person.

IN WITNESS WHEREOF, this General Warranty Deed is executed by the Grantor as of the 28th day of December, 1995.

GRANTOR:

MURFREESBORO ROAD AUTO WASH CORPORATION, INC., formerly known as Hot Springs Auto Wash Corporation of Tennessee, N.V.

By: Jeffrey A. Greene
Jeffrey A. Greene,
Assistant Secretary

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jeffrey A. Greene, who being by me first duly sworn acknowledged himself to be the Assistant Secretary of Murfreesboro Road Auto Wash Corporation, Inc., a Tennessee corporation, and that he, as such Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, and declared that the statements therein contained are true.

Witness my hand and official Seal this 28th day of December, 1995.

Virginia Hargrove
Notary Public

My Commission Expires:

11/21/96

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value is greater, for this transfer is $1,400,000.00.

Jeffrey A. Greene
Affiant

Subscribed and sworn to before me this the 28th day of December, 1995.

Virginia Hargrove
Notary Public

My Commission Expires:

11/21/96

JAG/d12

Exhibit A
to General Warranty Deed

LEGAL DESCRIPTION

BOOK 9901PG412

Land lying in the First Civil District of Davidson County, Tennessee, and being Lot 2 in Section 2 of Seven Oaks Commercial Area as of record in Book 5210, page 391, Register's Office for Davidson County, Tennessee, and described as follows:

Beginning at an iron pin set in a curve, with a radius of 4,113.50 feet, in the southerly right-of-way of Murfreesboro Pike, said point being 111.28 feet from the easterly terminus of the southeasterly radius between Murfreesboro Road and McGavock Pike; thence following the curve along the southerly right-of-way of Murfreesboro Road with a radius of 4,113.50 feet a length of 58.55 feet to a point; thence continuing along said right-of-way S 66° - 58' E 311.45 feet to a set iron pin; thence leaving said right-of-way S 23° - 02' W 300.00 feet to an existing iron pin; thence N 66° - 58' W 340.89 feet to a point; thence N 17° - 30' E 301.87 feet to a set iron pin in the southerly right-of-way of Murfreesboro Road and the point of beginning and containing 2.44 acres more or less.

Being the same property conveyed to Hot Springs Auto Wash Corporation of Tennessee NV by deed from Frances A. Oman, Barbara G. Sullivan, Carolyn O. Smith, Merida O. Chambers, Delphine O. Sloan and Houvis & Company, of record in Book 5826, page 261, Register's Office for Davidson County, Tennessee.

Exhibit B
to General Warranty Deed

PERMITTED ENCUMBRANCES

BOOK 9901 PG 413

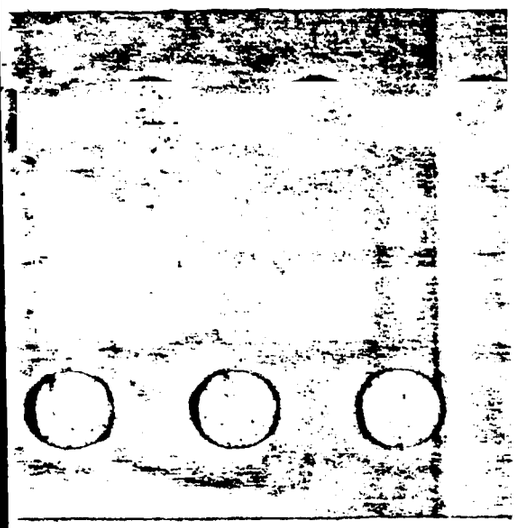
1. Deed of Trust, Security Agreement and Fixture Filing executed by Murfreesboro Road Auto Wash Corporation, to John H. Roe, Jr., Trustee, of record in Book 8852, page 642, Register's Office for Davidson County, Tennessee, to secure to WBF Financing, Inc.

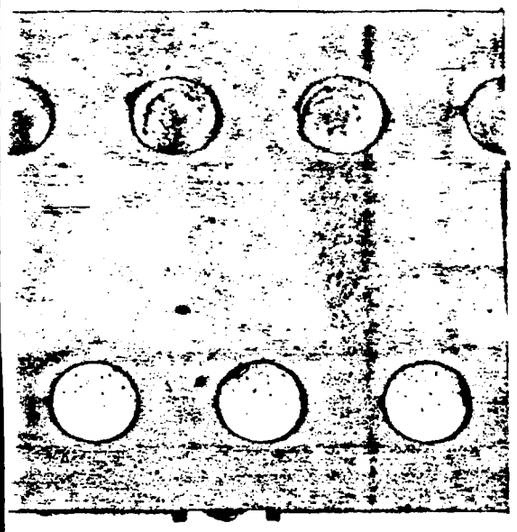
2. Storm Water Detention Agreement of record in Book 5861, page 466, Register's Office for Davidson County.

3. The Plan of record in Book 5210, page 391, said Register's Office, indicates an owner's affidavit, a 25-foot public utility easement along Murfreesboro Road, a 10-foot public utility and drainage easement along the westerly line, a 5-foot public utility and drainage easement along the southerly and easterly lines, a 20-foot drainage easement and a 20-foot sewer easement crossing a portion of the southeast corner, and a 25-foot minimum building setback line from the southerly line and a 15-foot minimum building setback line from Murfreesboro Road.

4. The survey of Hart, Freeland, Robers, Inc., dated September 5, 1981, indicates a cross-tie retaining wall along the westerly property line.

2584 12/28 0101 03CHECK 5197.00





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

RECEIVED OF _____

FOR _____

BOOK 9901 PG 414

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	
				1400000.00
			CON TX	5180.00
			PRFEE	1.00
			WDEED	16.00
			TOTAL	5197.00
			CHECK	5197.00
12/28/95	01		14:24 0001	2584

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0135999
IDENTIF. # REFERENCE

95 DEC 28 PM 2:21

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 990968