BOOK 10728 PG 212

Box 37
L L

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Beck/Arnley Worldparts Corp. Attn: Ira D. Davis 1020 Space Park South Nashville, TN 37222-0910	Part of Map 174, Parcel 29	Same as New Owner
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (BW) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

This Indenture, made as of the date set forth below, between ***AMERICAN GENERAL REALTY INVESTMENT CORPORATION***, a Texas corporation, whose mailing address is c/o American General Realty Advisors, Inc., 2929 Allen Parkway, 40th Floor, Houston, Texas 77019, Attn: Thomas Pagel ("Grantor"), and ***BECK/ARNLEY WORLDPARTS CORP.***, a Delaware corporation whose mailing address is 1020 Space Park South, Nashville, Tennessee 37222-0910, Attn: Ira D. Davis ("Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which consideration is hereby confessed and acknowledged, has **GRANTED, BARGAINED, SOLD** and **CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL** and **CONVEY** to Grantee a certain tract or parcel of real property in Davidson County, Tennessee, being more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The property and property rights described above shall be hereinafter collectively referred to as the "Subject Property."

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $3,334,200.00.

Ira D. Davis
Affiant

Subscribed and sworn to before me this 18th day of December, 1997.

Pamela J. Morgan
Notary Public

My Commission Expires: 5/27/2001

PAMELA J. MORGAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) the matters set forth in Exhibit B attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting and affect the Subject Property (the "Permitted Exceptions"), and (c) real estate taxes for the year 1997 (which have been prorated as of the date hereof and assumed by Grantee).

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED

HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE SUBJECT PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, its successors and assigns, that Grantee in lawfully seized in fee of the aforesaid premises, that the same are free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 1997, that it has good right to sell and convey the same to Grantee as aforesaid and that it will warrant and forever defend, all and singular, the Subject Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Conveyance of the Subject Property is subject to the following:

1. **Right of First Refusal.** Grantor hereby reserves the exclusive right to repurchase all or any portion of the Subject Property from Grantee if Grantee does not desire to construct the improvements contemplated to be constructed by Grantee (the "Improvements") on the Subject Property and intends to sell all or any portion of the Subject Property to any third party in its unimproved condition. This right of first refusal shall be applicable only to that portion of the Subject Property which Grantee may desire, in the future, to sell in an unimproved condition. For purposes hereof, "unimproved condition" shall mean and refer to real property which is not improved with either vertical building improvements or paved parking facilities, and as used in this paragraph 1, the term "Property" shall mean and refer to all or any portion of the Subject Property which Grantee desires to sell in an unimproved condition.

If Grantee offers the Property for sale, exchange or other form of conveyance prior to the commencement of construction of the Improvements and Grantee shall have received an acceptable bona fide written offer (the "Sales Offer," which Sales Offer must state a purchase price payable in cash and/or on terms that can be matched by Grantor) for the sale of the Property to a third party, Grantee shall first offer the Property to Grantor, and Grantor shall have a period of thirty (30) days after Grantee shall have given Grantor notice and a copy of the Sales Offer in which to accept or reject Grantee's offer to repurchase the Property. If Grantor accepts Grantee's aforesaid offer, Grantor shall repurchase the property from Grantee for the lesser of (i) the purchase price payable pursuant to the terms and conditions as contained in the Sales Offer or for cash or (ii) the Repurchase Price, as such term is defined in the Commercial Land Purchase and Sale Agreement (the "Contract") executed by and between Grantor and Grantee (the "Purchase Price"); provided, however, that in the event of a sale of only a portion of the Subject Property, the Repurchase Price applicable to such portion of the Subject Property shall be the sum of (A) the proportionate share of the Purchase Price, as defined in the Contract, for such portion of the Subject Property (on a per acre basis) and (B) the construction costs reasonably attributable to the portion of the Subject Property which is being sold. If Grantor fails or refuses, within such thirty (30) day period, to give Grantee written notice as to whether Grantor accepts or rejects such offer, Grantor shall be deemed to have rejected such offer. The repurchase shall occur within thirty (30) days after the date that Grantor exercises such repurchase option. Simultaneously with the payment of the Purchase Price to Grantee, Grantee shall execute and deliver a Special Warranty Deed to the Property to Grantor, subject only to the Permitted Exceptions. The closing of the repurchase hereunder shall occur at Lawyers Title Insurance Company, through its agent, Boult, Cummings, Conners & Berry, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, or other agent acceptable to Grantor, and the costs of closing shall be paid for as specified in the Sales Offer. Grantee hereby agrees that Grantor may have the right of specific performance against Grantee to enforce Grantor's preferential repurchase rights herein created and that any contract or sale made in violation of this Deed shall be null and void. If Grantor rejects Grantee's offer to sell the Property, Grantee shall have a period of sixty (60) days from the date of Grantor's rejection to consummate the sale of the Property to a third party on terms no more favorable than contained in the Sales Offer without again being required to offer the Property to Grantor.

For purposes of this Deed, "commencement of construction" or "commences construction" shall mean the pouring of the foundation for that portion of the Improvements containing at least 382,000 square feet of industrial/warehouse and light manufacturing space with approximately 60,000 square feet of office space, and being defined in the Contract as the "Initial Phase."

2. Grantor agrees, upon Grantee's written request, to deliver to Grantee a duly executed and acknowledged release (which release shall be in recordable form and may be recorded by the Grantee, at its expense, in the Register's Office for Davidson County, Tennessee, releasing Grantor's right of first refusal upon Grantee's commencement of construction as defined in Section 1 above.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has executed this Deed this 18 day of December, 1997.

AMERICAN GENERAL REALTY INVESTMENT CORPORATION, a Texas corporation

By: _____

Name: _____

Title: W. Larry Mask
Vice President

"GRANTOR"

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Witness

APPROVED
AS TO CONTRACT COMPLIANCE
PER SPM NO. 132
LAW DEPARTMENT
AGC
CONTROL NO. RE97-572
DATE 12-16-97
SIGNED: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. Larry Mask Vice President of **AMERICAN GENERAL REALTY INVESTMENT CORPORATION**, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Witness my hand and seal of office this 16 day of December, 1997.

DAVID MC GINNIS
Notary Public, State of Texas
My Commission Expires
JULY 31, 2001

_____
Print Name: David McGinnis
(Notary Public)

(AFFIX NOTARY SEAL)

My Commission Expires:

7/31/2001

0382069

IDENTIFICATION

97 DEC 18 PM 4:12

COUNTY CLERK
HARRIS COUNTY, TEXAS

0454583.01
001710-026 12/15/97

EXHIBIT A

LEGAL DESCRIPTION

BEING A TRACT OF LAND LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SET IN THE WESTERLY RIGHT-OF-WAY LINE OF CSX TRANSPORTATION RAILROAD, AT A CORNER COMMON WITH THE PROPERTY OF R.H. BONDS, ET AL, AS OF RECORD IN DEED BOOK 4449, PAGE 868, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF CSX TRANSPORTATION RAILROAD WITH THE NORTHERLY PROPERTY LINE OF R.H. BONDS, ET AL SOUTH 07 DEGREES 18 MINUTES 35 SECONDS WEST, 383.06 FEET TO AN IRON ROD SET;

THENCE NORTH 85 DEGREES 25 MINUTES 45 SECONDS WEST, 698.29 FEET TO AN IRON ROD SET;

THENCE NORTH 83 DEGREES 25 MINUTES 00 SECONDS WEST, 807.08 FEET TO AN IRON ROD SET;

THENCE WITH A SEVERANCE LINE THROUGH THE PROPERTY OF AMERICAN GENERAL REALTY INVESTMENT COMPANY, AS OF RECORD IN DEED BOOK 8601, PAGE 976, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, NORTH 08 DEGREES 49 MINUTES 16 SECONDS EAST, 50.34 FEET TO AN IRON ROD SET;

THENCE NORTH 57 DEGREES 15 MINUTES 30 SECONDS WEST, 962.15 FEET TO AN IRON ROD SET;

THENCE NORTH 14 DEGREES 19 MINUTES 22 SECONDS WEST, 130.93 FEET TO AN IRON ROD SET;

THENCE WITH A CURVE TO THE LEFT, ALONG AN ARC LENGTH OF 137.39 FEET, THE CENTRAL ANGLE OF WHICH IS 131 DEGREES 11 MINUTES 50 SECONDS, THE RADIUS OF WHICH IS 60.00 FEET, THE CHORD OF WHICH IS NORTH 14 DEGREES 19 MINUTES 22 SECONDS WEST, 109.28 FEET TO AN IRON ROD SET;

THENCE NORTH 14 DEGREES 19 MINUTES 22 SECONDS WEST, 134.23 FEET TO AN EXISTING IRON ROD AT A CORNER COMMON WITH THE PROPERTY OF AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY, AS OF RECORD IN DEED BOOK 10435, PAGE 757, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE WITH THE SOUTHERLY PROPERTY LINE OF AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY NORTH 38 DEGREES 50 MINUTES 16 SECONDS EAST, 722.15 FEET TO AN IRON ROD SET;

THENCE WITH A SEVERANCE LINE THROUGH THE PROPERTY OF AMERICAN GENERAL REALTY INVESTMENT COMPANY NORTH 35 DEGREES 25 MINUTES 15 SECONDS EAST, 295.90 FEET TO AN IRON ROD SET IN THE WESTERLY RIGHT-OF-WAY LINE OF CSX TRANSPORTATION RAILROAD.

THENCE WITH THE WESTERLY RIGHT-OF-WAY LINE OF CSX TRANSPORTATION RAILROAD ALONG A CURVE TO THE RIGHT, ALONG AN ARC LENGTH OF 56.98 FEET, THE CENTRAL ANGLE OF WHICH IS 01 DEGREES 10 MINUTES 51 SECONDS, THE RADIUS OF WHICH IS 2764.79 FEET, THE CHORD OF WHICH IS SOUTH 53 DEGREES 59 MINUTES 19 SECONDS EAST, 56.98 FEET TO AN IRON ROD SET;

THENCE SOUTH 51 DEGREES 12 MINUTES 07 SECONDS EAST, 322.23 FEET TO AN IRON ROD SET;

THENCE SOUTH 50 DEGREES 07 MINUTES 06 SECONDS EAST, 1979.71 FEET TO THE POINT OF BEGINNING, CONTAINING 2,420,732 SQUARE FEET OR 55.572 ACRES MORE OR LESS.

BEING PART OF THE SAME PROPERTY CONVEYED TO AMERICAN GENERAL REALTY INVESTMENT COMPANY, AS OF RECORD IN DEED BOOK 8601, PAGE 976, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

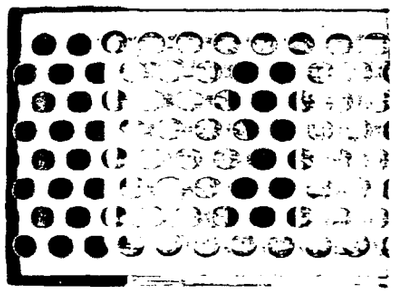
EXHIBIT "B"

Permitted Exceptions

1. 1998 taxes, a lien, which are not yet due and payable.

2. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 7963, page 145, re-recorded in Book 7966, page 60, amended in Book 8085, page 402 and Book 9730, page 957, in the Register's Office for Davidson Count, Tennessee, and in any allied instrument(s) referred to in said restrictions.

3327 12/18 0101 03CHECK 12361.54



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 10728 PG 218

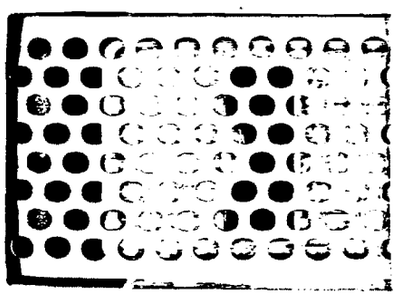
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
3334200.00
CON TX 12336.54
PRFEE 1.00
WDEED 24.00
TOTAL 12361.54
CHECK 12361.54

12/18/97 01 16:19 0001 3327

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0382069
IDENTIFICATION REFERENCE

97 DEC 18 PM 4:12

FELIX Z. WILSON
DAVIDSON COUNTY, TENN.

No. 1234067