This instrument prepared by:
Kay B. Housch, Esq.
BPR #010995
214 Second Ave. North, Suite Two
Nashville, TN 37201

BOOK 10729 PG 265

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Map Parcel Numbers
(NAME) ABNER RODGERS	(NAME) SAME	Map 81-2
(STREET ADDRESS) 3751 Westport Drive	(STREET ADDRESS)	Parcel 184
(City) Nashville (State) TN (Zip) 37218	(City) (State) (Zip)	

FOR AND IN CONSIDERATION *of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable consideration accepted as cash, the receipt and sufficiency of which is hereby acknowledged,* McDONALD'S CORPORATION, A DELAWARE CORPORATION *have this day bargained and sold, and do hereby transfer and convey unto the said* ABNER RODGERS *the Grantees herein, their (successors), heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

SEE ATTACHED EXHIBIT "A"

INCLUDED in the above described property, but specifically EXCLUDED therefrom is the following tract of land:

SEE ATTACHED EXHIBIT "B"

McDonald's Real Estate Company also joins in the execution of this deed for purposes of conveying title to the property conveyed it by unrecorded deed dated April 1, 1996, attached hereto as EXHIBIT "C".

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Subscribed and sworn to before me this the 17th *day of* December 19 97

The actual consideration or value, whichever is greater, for this transfer is $ 200,000.00

Abner Rodgers
Affiant

My commission expires: 1/30/2001
(Affix Seal)

Notary Public

NOTARY PUBLIC SAVAGE TENNESSEE WILLIAMSON CO. AT LARGE

This is unimproved ( ) property, known as 2805 Clarksville Highway Nashville, Tennessee
improved (X) *(House Number) (Street) (P.O. Address) (City or Town)*

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantees their (successors), heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for 1998 and subsequent years' real property taxes, and the Restrictive Covenants set out herein, upon which this conveyance is conditioned.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons claiming by, through or under the Grantor herein, but no further or otherwise.

WHEREAS, it is a condition to the conveyance of the property herein described that the following Restrictive Covenants be imposed, declared and established to be covenants running with the land and binding upon the Grantee herein and their successors, assigns, heirs and administrators;

NOW THEREFORE, the following Restrictive Covenants shall apply to said property: SEE ATTACHED EXHIBIT "D"

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hand this 17th *day of* December, 19 97, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

McDONALD'S REAL ESTATE COMPANY 1995 CORPORATE SEAL DELAWARE

McDONALD'S CORPORATION

BY: Martin W. Chmura

Martin W. Chmura, Home Office Director

McDONALD'S CORPORATION, A DELAWARE CORPORATION SEAL DELAWARE

McDONALD'S REAL ESTATE COMPANY

BY: Charles Strong

Charles Strong, Vice President

RECORDERS MEMO
LEGIBILITY OF WRITING, PRINTING OR
PRINTING UNSATISFACTORY IN THIS DOCUMENT

STATE OF ILLINOIS
COUNTY OF DuPage

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Martin W. Chmura, *with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged* him *to be* Home Office Director *of the* McDonald's Corporation, *the within named bargainor, a corporation, and that* he *as such* Home Office Director *being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by* him *as* Home Office Director.

Witness my hand and official seal, at office in _____, *this* 17th *day of* December, 19 97.

Sheryle Valles
Notary Public

My Commission Expires: September 19, 2000

OFFICIAL SEAL
SHERYLE VALLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/19/00

STATE OF Michigan
COUNTY OF Oakland

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Charles Strong, *with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged* him *to be* Vice President *of the* McDonald's Real Estate Company, *the within named bargainor, a corporation, and that* he *as such* Vice President *being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by* him *as* Vice President.

Witness my hand and official seal, at office in _____, *this* 18th *day of* December, 19 97.

Debbie Gordon
Notary Public

DEBBIE GORDON
Notary Public, Oakland County, MI
My Commission Expires Nov. 11, 2000

My Commission Expires: _____

EXHIBIT "A"

Land in Davidson County, Tennessee, being part of Tract No. 9 on the Plan of the G. W. Akenbauer Estate as divided in Chancery Court under Rule No. 65611 and described according to a survey dated November 28, 1972, made by Kohl-Coode and Associates, as follows:

Beginning at an iron pin on the westerly margin of 28th Avenue North, said point being south 34 degrees 10' West 200 feet from the southwest intersection of 28th Avenue, North and Clarksville Highway, said beginning point also being the southeast corner of Lot No. 1 on a plat showing a resubdivision of a part of Lot No. 9 of the G. W. Akenbauer Estate as of record in Book 4470, page 98, Register's Office for Davidson County, Tennessee; thence with said 28th Avenue North, South 34 degrees, 10' West 49.35 feet to an iron pin, the northeast corner of the property conveyed to Walter Reed Capps, et al by Deed of record in Book 3841, page 901, Register's Office for said County; thence along the line of said conveyance North 76 degrees 59' West 214.45 feet to an iron pin in the east line of the property conveyed to Geroge Cole and wife, by deed of record in Book 3673, page 307, said Register's Office; thence with Cole's east line North 34 degrees 10' East 326.73 feet to an iron pin in the southerly margin of Clarksville Highway; thence with the margin of said South 55 degrees 50' East 140 feet to an iron pin in the northwest corner of said Lot No. 1; thence with Lot No. 1 South 34 degrees 10' West 200.0 feet to an iron pin; thence South 55 degrees 50' East 60 feet to the beginning.

Being the same property conveyed to Gareth S. Aden, Trustee, by Auto Clean Service Company by Deed of Trust dated December 20, 1972 and recorded at Book 4666, Page 270, Register's Office of Davidson County, Tennessee.

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

EXHIBIT "B"

BEING part of Tract No. 9 on the plan of the G. W. Akenbauer Estate, as divided in Chancery Court under Rule No. 65611, and being No. 1 on the Re-subdivision of part of Tract No. 9, G. W. Akenbauer Estate, of record in Book 4595, page 159, Register's Office for Davidson County, Tennessee, and described according to a plan made by the State of Tennessee, Department of Transportation, Bureau of Highways, known as Project No. 19037-2207-04, (28th Avenue, North).

Tract No. 1: BEGINNING at a point where the property line between John P. Brown, Jr., and the Chevron Oil Company intersects the present Westerly margin of 28th Avenue, North; thence North 74° 14' West 11.8 feet along said property line, to a point; thence North 36° 48' 58" East 54.9 feet along the new relocated Westerly margin of 28th Avenue, North, to a point; thence South 53° 10' West 11.0 feet along the property line between Chevron Oil Company and Hugh H. Caldwell, et ux, to a point; thence South 36° 48' 58" West 50.60 feet along the present Westerly margin of 28th Avenue, North, the point of beginning.

There is also hereby conveyed a temporary slope easement that extends 10 feet West of and parallel to the above-described new relocated West margin of 28th Avenue, North. Said easement is to expire and become null and void upon completion of the construction of Project No. 19037-2207-04, 28th Avenue, North.

Tract No. 2: BEGINNING at a point where the property line between Hugh H. Caldwell, et ux and Chevron Oil Company intersects the present Southerly margin of Clarksville Highway; thence South 36° 50' West 26.9 feet along said property line, to a point; thence Northwesterly 16.2 feet around a curve that has a 65.0-foot radius on the new relocated Southerly margin of said Highway, to a point; thence North 53° 11' 02" West 124.00 feet along the new relocated Southerly margin of Clarksville Highway to a point; thence North 36° 50' East 25.00 feet along the property line between Chevron Oil Company and George Cole, et ux, to a point; thence South 53° 11' 02" East 140.00 feet along the present Southerly margin of Clarksville Highway to the point of beginning.

BEING part of the same property conveyed to Chevron Oil Company, by deed from Gareth S. Aden, Trustee, of record in Book 4798, page 651, Register's Office for said County.

PROPERTY OF METRO
COURTESY OF DAVID BINKLEY
PHOTOCOPY OF THIS DOCUMENT
FOR VERIFICATION WHEN REQUIRED

97 DEC 19 PM 2:30
DAVIDSON COUNTY, TN

0382391
IDENTIFICATION REFERENCE

3686 12/19 0101 03CHECK 769.00

EXHIBIT "C"

BOOK 10729 PG 269

GENERAL WARRANTY DEED

McDonald's Corporation, a Delaware Corporation (Grantor), of Oak Brook, DuPage County, Illinois, pursuant to a certain Capital Contribution Agreement between the parties to this deed and Golden Arch Realty Operation, Inc., in exchange for stock, **CONVEYS WITH GENERAL WARRANTIES** to McDonald's Real Estate Company (Grantee), of Columbia, Maryland, whose mailing address for tax bills is P. O. Box 66207, AMF O'Hare, Chicago, Illinois 60666, the real property described in Exhibit A (the Premises), together with all improvements located thereon, all appurtenant rights and easements, Grantor's rights in adjoining streets and right of ways, if any, and subject to: (1) an unrecorded Operator's Lease with the Franchisee operating the McDonald's Restaurant on the date of this deed; (2) covenants, conditions, encumbrances, restrictions and easements of record, if any; and (3) general and special real estate taxes accruing from and after the date of the delivery of this deed, which the Grantee assumes and agrees to pay.

Name of Prior Conveyor: Chevron Oil Company
Real Estate Property tax identification No. 81-2-184
Prior Recorded Instrument: Office Davidson County, Book 5052, Page 58
Name, License Number, and Address of Surveyor: John O. Spry, #727, Ragan-Smith-Murphy & Associates, Inc., 410 Russell St., Nashville, TN 37206

Signed by the Grantor this 1st day of April, 1996

By _____
Catherine A. Griffin, Department Director

Attest _____
Joseph R. Thomas, Assistant Secretary

MCDONALD'S CORPORATION, A DELAWARE CORPORATE SEAL DELAWARE

State of Illinois
County of DuPage ss

On this 1st day of April, 1996, before me appeared Catherine A. Griffin, to me personally known, who, being by me duly sworn did say that she is the Department Director of McDonald's corporation, a Delaware corporation, 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 by authority of its board of directors and said Catherine A. Griffin acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

This Instrument was prepared by Joseph R. Thomas, Attorney at Law, DT/Legal, McDonald's Plaza, Oak Brook, Illinois 60521. Phone: (708) 575-3693

Location Code: 041/0079 File # 3981

OFFICIAL SEAL
KAREN MARIE BILLMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/19/99

SCANNED
JUN 03 1996

EXHIBIT "C" continued

BOOK 10729 PG 270

Land situated and being in Davidson County, Tennessee, more particularly described as follows:

A certain tract of land in Davidson County, Tennessee, being a part of Tract No. 9 on the Plan of the G.W. Akenbauer Estates as divided in Chancery Court under Rule No. 65611 and described as follows:

That certain tract of land conveyed to Chevron Oil Company, a California corporation by Deed dated March 22, 1974 from Gareth S. Aden, Trustee, of record in Book 4798, Page 651, less and excluding that certain property conveyed by Chevron Oil Company to The Metropolitan Government of Nashville and Davidson County, Tennessee by Deed dated October 10, 1974, of record in Book 4862 Page 471, all in the Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Chevron Oil Company by Deed from Gareth S. Arden, Trustee, of record in Book 4798, Page 651, in the Register's Office for said County.

SCANNED

JUN 03 1996

RECORDER'S OFFICE
LEGIBILITY OF WRITING, PRINTING OR
CONDITION OF THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

Exhibit A to General Warranty
Deed Dated ~~September~~ APR 01 1996

Location Code 041/0079
File # 3981

EXHIBIT "D"

SUBJECT TO:

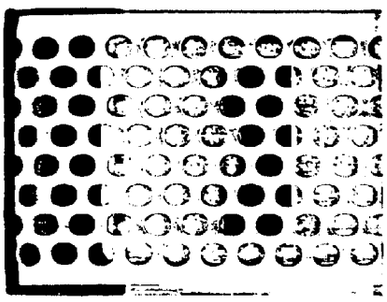
Special taxes or special assessments, if any, for improvements not yet completed; installments not due at the date hereof of any special tax or special assessment for improvements heretofore completed, if any; general real estate taxes, if any, for the year in which this deed is recorded; covenants, conditions and restrictions of record; zoning and building laws or ordinances; private, public and utility easements and roads and highways, whether or not of record; the terms, reservations and conditions of this sale; and a reservation to Grantor of the right and privilege of Grantor, its lessees, franchisees, successors and assigns to continue, protect, maintain, operate and use all existing private utility easements and roads of any kind whatsoever on the property, whether or not of record, including their repair, reconstruction, replacement and removal.

As part of the consideration for the transfer of the property from Grantor to Grantee, Grantee agrees the premises will not be used for a nationally franchised restaurant or any restaurant whose primary business is the sale of hamburgers of hamburger meat products for a period of twenty (20) years from the date of recording this deed.

The aforesaid conditions shall run with the land and be binding upon Grantee, its heirs, administrators, successors and assigns.

OFFICIAL RECEIPT

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



RECEIVED OF _____

FOR _____

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

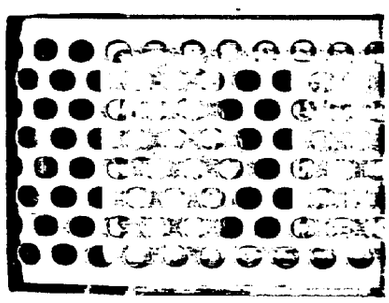
CAMT
200000.00
CON TX 740.00
PRFEE 1.00
WDEED 28.00
TOTAL 769.00
CHECK 769.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/19/97 01 14:46 0001 3686

0382391
IDENTIF. # REFERENCE

97 DEC 19 PM 2:38
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.



BOOK 10729 PG 272

No. 1234419