WARRANTY DEED

BOOK 10624 PG 819

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 360,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF September 19 97

NOTARY PUBLIC AT LARGE — MICHAEL T. BATCH — WILLIAMSON CO. TENN.

Notary Public

MY COMMISSION EXPIRES: October 26, 1998 (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

Lassiter, Tidwell & Hildebrand, 428 Wilson Pike Circle, Brentwood, TN 37027

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO: New Owner	MAP-PARCEL NUMBERS
Doug M. Hong	Mortgagee: NationsBank of Tennessee, N.A.	69-04-83.00
(NAME)	(NAME)	
3905 Clarksville Pike	1 Main Plaza, 1301 Main St. 3rd Floor	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37218	Dallas TX 75202	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Min Buk Chung and wife, In Me Chung

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Doug M. Hong

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennessee, being Lot No. 2, Block AA, of Revised Fairview Subdivision of record in Book 1130, Page 94, Register's Office for said County, to which Plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Min Buk Chung and wife, In Me Chung by deed from Charles J. Bradley, unmarried of record in Book 9177, Page 238, Register's Office for Davidson County, TN. Min Buk Chung and Min Duk Chung are one and the same person.

Subject to restrictions of record in Book 1307, Page 243, Book 3902, Page 725; Easement in Book 5587, Page 460, and all matter shown on the Plan of Record.

Together with an Agreement For The Conveyance of Land and To Grant And Convey Easements for Special Purposes attached hereto as Exhibit "A".

0353263 IDENTIF. & REFERENCE

97 SEP 29 PM 1:42 FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN.

RE-RECORD

BOOK 10854 PG 8

3707 09/29 0101 03CHECK 1341.00

unimproved ( )
This is improved (X) property, known as 3905 Clarksville Pike, Nashville, TN
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever 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 s this 26th day of September 19 97

Min Buk Chung

In Me Chung

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

BOOK 10624 PG 820

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Min Buk Chung and wife, In Me Chung

the bargainor s, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Brentwood, Tennessee, this 26th day of September 19 97.

Commission expires ~~October~~ 26, 1998

JULIE N. READ NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN.

Notary Public

STATE OF TENNESSEE
COUNTY OF

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon _____ oath(s) acknowledged _____ and _____ respectively of the _____ the within named bargainor, and corporation, and that _____ as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____ 19_____.

My commission expires _____

_____
Notary Public

RE-RECORD BOOK 10854 PG 9

RE-RECORD
98 MAR 25 PM 3:17
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

IDENTIF. & REFERENCE

04167107

RE-RECORD

EXHIBIT "A"

BOOK 10854 PG 10

AGREEMENT FOR THE CONVEYANCE OF LAND and TO GRANT
AND CONVEY EASEMENTS FOR SPECIAL PURPOSES

THIS AGREEMENT made this 26th day of September, 1997 by and between Min Duk Chung, hereinafter referred to as "Grantor" and Doug M. Hong, hereinafter referred to as "Grantee".

WHEREAS, the parties hereto have entered into a Contract for Sale of Real Estate dated the nineteenth day of August, 1997, wherein the Grantor agreed to convey to Grantee certain property located at 3905 Clarksville Pike, Nashville, Tennessee, being known as the Hot Suds Car Wash, including the surrounding premises being currently used for such car wash purposes, and

WHEREAS, the Grantee obtained a survey from John Kohl & Company, Inc. dated September 22, 1997, attached hereto as Exhibit "A", and

WHEREAS, said survey reveals that the Grantor's Lot 2 of Block "AA" on the Revised Map of Fairview Subdivision of record in Plat Book 1130, Page 54, Register's Office for Davidson County, Tennessee, does not include all of "the surrounding premises currently being used for such car wash purposes", and

WHEREAS, Grantor and Grantee desire that Grantee should be conveyed in addition to said Lot 2, a sufficient portion of Lot 3 of Block "AA" on the Revised Map of Fairview Subdivision as currently owned by the Grantor which portion is currently being used for such car wash purposes, or, in the alternative, Grantor shall grant to Grantee a perpetual easement for the use of that portion of Lot 3 which is being utilized for such car wash purposes, and

WHEREAS, Grantee cannot proceed to closing on the aforementioned Contract for Sale of Real Estate unless and until the Grantor shall enter into this Agreement to provide such additional property and/or easement of property as was contemplated by the parties in their original Contract for Sale of Real Estate.

THEREFORE, in consideration of the funds payable in the closing pertaining to Lot 2 of Block "AA" of the Revised Map of Fairview Subdivision, Grantor does hereby promise, bind and commit himself, his heirs and or assigns to undertake at Grantor's expense:

1) The re-subdivision of Lot 3 of Block "AA" of the Revised Map of Fairview Subdivision along the steel post line to the car vacuum station as shown on the survey of John Kohl & Company, Inc. dated September 22, 1997, attached hereto as Exhibit "A", Title to the strip to be conveyed to the Grantee to be approximately 6 feet by 125 feet and shall be conveyed by Grantor to Grantee free and clear of all liens and encumbrances and by General Warranty Deed.
2) Grantor agrees to allow Grantee and all Grantees customers, licensees and invitees to use an area of 20 feet in any direction form the car vacuum station located upon Lot 3 as shown on Exhibit "A". Said temporary license to use such area shall commence upon execution of this Agreement and shall remain in existence without cost or expense to Grantee until such time as Grantor shall provide to Grantee a permanent easement of a similar area and location over that portion of Lot 3 as shown on the survey attached hereto as Exhibit "A" as is necessary for Grantee, his licensees and invitees to utilize said car vacuum station for the purposes thereto intended. Said permanent easement to be in a form acceptable to Grantee.
3) Grantor herein agrees to provide to Grantee, his heirs and assigns, in a form acceptable to Grantee, a perpetual easement over that portion of Grantor's drive and parking area as to allow for the free and open access of vehicular and pedestrian traffic between Lots 2 and 3, between the points on the common boundary beginning at the car vacuum station and continuing along the common lot line to the concrete slab for the market and service station sign.

Grantor and Grantee herein agree to hold harmless NationsBank of Tennessee, N.A., Grantee's lender, from any claim, loss or injury which may be incurred, suffered, sustained or resulting from the use of any portion of Grantor's property by Grantee, it's heirs or assigns, invitees or licensees. Grantor shall act in good faith and shall provide the documentation herein contemplated as soon as practicable to the Grantee.

ENTERED INTO on this the 26th day of September, 1997.

GRANTOR:

Min Duk Chung

GRANTEE:

Doug M. Hong

06 03/23/98 0101 02 CHECK 12.00

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