Box 44
44156

Prepared By and Return to:
R. Lewis Stanford, Esq.
790 Pershing Road
Raleigh, North Carolina 27608

Owner/Responsible Taxpayer:
Navigator Real Estate, LLC
790 Pershing Road
Raleigh, North Carolina 27608
Attn: Stephen P. Conway

Source of Grantor's Title:
Book 11093 Page 796; Tax Map 75, Parcel No. 171

TENNESSEE GENERAL WARRANTY DEED
(Store #2556)

THIS INDENTURE, made as of this 27th day of September, 1999, by and between CINCINNATI LUBES, INC., a Florida corporation ("Grantor") and NAVIGATOR REAL ESTATE, LLC, a North Carolina limited liability company ("Grantee").

W I T N E S S E T H:

That Grantor, in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable considerations in hand paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, in fee simple, that certain parcel of land ("the "Property") more particularly described in **Exhibit A** attached hereto and made a part hereof, together with all improvements thereon and all rights, titles and interests appurtenant thereto.

This conveyance is made and accepted subject to all matters of record and ad valorem taxes, not yet due and payable.

TO HAVE AND TO HOLD the said Property, subject to the aforesaid matters, together with all and singular the rights, hereditaments and appurtenances thereto belonging, unto the said Grantee, its successors and assigns, forever. Grantor, for itself, its representatives, successors and assigns, does hereby covenant with Grantee and its representatives, successors and assigns that Grantor is lawfully seized of the Property in fee simple, has the right to convey the same in fee simple, and that the title is marketable and free and clear of all encumbrances, except as stated herein. Further, Grantor hereby binds itself, its representatives, successors and assigns, to WARRANT AND FOREVER DEFEND the title to the Property unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except for the exceptions stated herein.

[illegible] Real Estate Legal [illegible] Navigator [illegible] Heritage [illegible]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officer and its seal to be hereuntc affixed by authority of its Board of Directors, as of the 27th day of September, 1999.

Grantor:

CINCINNATI LUBES, INC.

By: _____
Stephen P. Conway,
President

Attested by:

_____
Kendall A. Carr,
Assistant Secretary

[Corporate Seal]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transaction is $800,000.00.

_____
Affiant

Subscribed and Sworn to before me, this the 11th day of October, 1999.

_____
NOTARY PUBLIC

Commission Expires: 10-12-99

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EXHIBIT A

Land located in the 12th Councilmanic District of Nashville, Davidson County, Tennessee, being Lot No. 7 on the Final Plat of the Hermitage Market Place, First Revision as of record in Plat Book 9700, page 243, Register's Office for Davidson County, Tennessee and being more particularly described according to a boundary survey prepared by Wamble & Associates, PLLC, dated November 18, 1997, as follows:

BEGINNING at a point, said point being an iron rod (old) at the northeast corner of Lot No.6 on the Final Plat of the Hermitage Market Place First Revision as of record in Book 9700, page 243, R.O.D.C. TN said point also being the northwest corner of the herein described property; thence, following the west margin of an access Drive with a curve to the right having a central angle of 27 degrees 02 minutes 07 seconds, a radius of 482.21 feet, an arc length of 227.54 feet and a chord bearing and distance of south 30 degrees 19 minutes 43 seconds east 225.43 feet to an iron rod (old); thence south 30 degrees 37 minutes 39 seconds west 13.68 feet to an iron rod (old); thence south 77 degrees 28 minutes 17 seconds west 31.33 feet to an iron rod (old); thence with a curve to the left having a central angle of 19 degrees 12 minutes 28 seconds, a radius of 234.00 feet, an arc length of 78.45 feet, and a chord bearing and distance of south 67 degrees 52 minutes 03 seconds west 78.08 feet to an iron rod (old) being on the northerly right of way of Old Hickory Boulevard (State Route 45); thence following said right of way line with a curve to the left having a central angle of 05 degrees 18 minutes 04 seconds, a radius of 2,019.86 feet, an arc length of 186.88 feet, and a chord bearing and distance of north 39 degrees 57 minutes 03 seconds west 186.88 feet to an iron rod (old), being the southeast corner of said Lot 6 and the southwest corner of the herein described property; thence following the common line between said Lot 6 and 7 north 49 degrees 25 minutes 21 seconds west, 152.74 feet to the point of beginning.

Together with all appurtenant rights and easements, including, but not limited to, those contained in the Declaration of Easements, Restrictive Covenants, Restrictions and Condition recorded in Book 10202, page 607, Register's Office for Davidson County, Tennessee.

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OFFICIAL RECEIPT

BILL GARRETT
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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

BOOK 11697 PAGE 808

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