Bk 4 36

THIS INSTRUMENT PREPARED BY:

Douglas A. Brace, Reg. #3485
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-8985

Instr:200002080013119 Page: 1 OF 3
REC'D FOR REC 02/08/2000 3:20:01PM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $2127.50

Name and Address of New Owner: **NCW-National Car Wash, LLC** P.O. Box 423 Joelton, TN 37080	
Send Tax Bills to: **New Owner**	
Property Address: 7128 Highway 70 South Nashville, TN 37221	**Map and Parcel Numbers:** **142-235.00**

SPECIAL WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS AND NO/100 ($10.00), the receipt and adequacy of which are hereby acknowledged, **Kimbro Equities I,** a Tennessee General Partnership, hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **NCW-National Car Wash, LLC,** hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Being Lot No. 10 on the Plan of Bellevue Center Section 3, a resubdivision of Lot 2 and Reserved Parcel "A", of record in Book 5200, page 150, Register's Office for Davidson County, Tennessee.

Being part of the property conveyed to Kimbro Equities I, a Tennessee General Partnership, by Installment Deed from G & H Investment Company, of record in Book 9574, page 237, as corrected By Correction and Amendment to Installment Deed of record in Book 11353, page 150, Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. Taxes and assessments for 2000 and subsequent years.

2. Matters shown on Plan of record in Book 5200, page 150, Register's Office for Davidson County, Tennessee.

3. **Restrictive Covenant.** The sale of petroleum products from the subject property is prohibited for a period of ten (10) years from the date hereof.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the Grantee, its heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee, that it is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered.

The Grantor further covenants and binds itself, its successors and representatives to warrant and defend the title to the said land to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by or through Grantor.

IN WITNESS WHEREOF, the Grantor has caused its name to be signed hereto by its duly authorized officer on this the 7th day of February, 2000.

GRANTOR:

KIMBRO EQUITIES I,
A Tennessee General Partnership

BY: _____
Harlon J. Kimbro, Jr., Partner

BY: _____
William C. Kimbro, Partner

BY: _____
Anne Elizabeth Frost

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Before me, a Notary Public in and for said County and State, the within named **Harlon J. Kimbro, Jr.,,** with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of **Kimbro Equities I,** a Tennessee General Partnership, the within named bargainor, and that as such partner, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by himself as partner.

WITNESS my hand and seal at Nashville, Tennessee, this 7th day of February, 2000.

DOUGLAS A. BRACE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Douglas A. Brace
My Commission Expires
November 24, 2001
STATE OF TENNESSEE

_____
NOTARY PUBLIC

My commission expires:

STATE OF TENNESSEE |
COUNTY OF DAVIDSON |

Before me, a Notary Public in and for said County and State, the within named **William C. Kimbro,** with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of **Kimbro Equities I,** a Tennessee General Partnership, the within named bargainor, and that as such partner, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by himself as partner.

WITNESS my hand and seal at Nashville, Tennessee, this 7th day of February, 2000.

NOTARY PUBLIC

My commission expires: NOTARY PUBLIC AT LARGE Douglas A. Brace My Commission Expires November 24, 2001 STATE OF TENNESSEE

STATE OF TENNESSEE |
COUNTY OF DAVIDSON |

Before me, a Notary Public in and for said County and State, the within named **Anne Elizabeth Frost,** with whom I am personally acquainted, and who, upon oath, acknowledged herself to be a partner of **Kimbro Equities I,** a Tennessee General Partnership, the within named bargainor, and that as such partner, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by herself as partner.

WITNESS my hand and seal at Nashville, Tennessee, this 7th day of February, 2000.

NOTARY PUBLIC

My commission expires: NOTARY PUBLIC AT LARGE Douglas A. Brace My Commission Expires November 24, 2001 STATE OF TENNESSEE

STATE OF TENNESSEE |
COUNTY OF MONTGOMERY |

The actual consideration or value whichever is greater, for this transfer is $ 575,000.00.

Affiant

Subscribed and sworn to before me, this the 7th day of February, 2000.

NOTARY PUBLIC

My commission expires:
8-22-2001