(2)
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Address New Owner	Send Tax Bills to:	Map – Parcel Numbers
John Barker 2730 Lebanon Road Nashville, TN 37214	John Barker 2730 Lebanon Road Nashville, TN 37214	Parcel 8 on Tax Map 96-1

This instrument prepared by: James W. Clemons
Dickinson Financial Corporation
1100 Main Street, Suite 350
Kansas City, MO 64105

Davidson County DEEDWARR
Recvd: 07/30/02 14:38 6pgs
Fees:33.00 Taxes:740.00

20020730-0091341

LIMITED WARRANTY DEED

THIS INDENTURE is made on July 23, 2002 by and between **Chillicothe Properties, Inc.**, 1100 Main Street, Kansas City, Missouri 64105 ("**Grantor**") and **John Barker**, 2730 Lebanon Road, Nashville, TN 37214 ("**Grantee**").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, Grantor has bargained and sold, and hereby transfers and conveys to Grantee, the real property in Davidson County, Tennessee, legally described as follows ("**Premises**").

The legal description of the Premises is set forth on the attached **Exhibit A**, which is incorporated herein by this reference and made a part hereof.

TO HAVE AND TO HOLD the Premises, with all rights, privileges, appurtenances, and immunities belonging or pertaining thereto, unto Grantee and Grantee's heirs (if any), successors, and assigns forever. Grantor covenants that the Premises are free and clear from any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to the Premises unto Grantee and Grantee's heirs (if any), successors, and assigns forever, against the lawful claims and demands of all persons claiming under Grantor, but not otherwise; subject, however, to:

a) the lien of real estate taxes and assessments for the year 2002; and **b)** covenants, conditions, restrictions, easements, rights of way, reservations, zoning ordinances, and other encumbrances of record.

RESTRICTIVE COVENANTS:

From and after the recording of this Deed, the Premises shall be subject to the following restrictive covenants:

No portion of the Premises shall be used or operated other than as a vehicle storage lot or new or used car sales lot fully complying with the "Vehicle Lot Conditions" (as defined below), or for retail sales of new goods, restaurant or office uses without the prior written consent of Grantor, or any successor or assign of Grantor which may hereafter own the majority of the property known as Donelson Plaza Shopping Center and owned by Grantor on the date hereof ("**Successor**"). The foregoing provision shall not prevent the use of any portion of the Premises for ingress, egress, and parking of vehicles incident to any use permitted above.

Use of the Premises for storage and/or sales of new or used vehicles shall be permitted, but only so long as such use continuously complies with all of the following conditions (collectively, the "**Vehicle Lot Conditions**"): **a)** The owner or operator of the Premises shall comply fully with all legal and regulatory requirements applicable to the Premises from time to time; **b)** activities on the Premises and maintenance of the Premises shall be conducted in a manner that would comply fully at all times with

operational standards imposed upon new car dealers (with affiliated used car operations) from time to time by a major automotive manufacturer under its standard agreements with such dealers (such as the Blue Oval program of Ford Motor Company or the Five Star program of Daimler Chrysler); and **c)** Buyer, his successor in interest, and/or a tenant of the Premises shall in any event keep the Premises in good order and repair, free from debris or unsightly conditions, and will not permit any noxious or offensive condition or activity on the Premises. If the owner or operator of the Premises is a party to a dealer agreement with a particular major automotive manufacturer, compliance with clause b) of the preceding sentence shall be determined in accordance with the standards imposed by the dealer programs of that manufacturer from time to time. If more than one such dealer relationship exists, compliance with any manufacturer's program shall constitute sufficient compliance under the foregoing clause b).

Any fence erected on the Premises shall be subject to the prior written approval of Grantor or its Successor in Grantor's or the Successor's reasonable discretion, and in no event shall any such fence include razor wire, concertina wire, or multiple strands of barbed wire without the prior written consent of Grantor or its Successor.

The foregoing restrictions shall run with the land and be binding upon the Premises for a period of 6 years after the recording date of this Deed, unless released or modified by a written instrument executed by Grantor or a Successor of Grantor and recorded in the deed records of Davidson County, Tennessee. The contents of any such releasing or modifying instrument shall be within the absolute discretion of Grantor or its Successor.

With respect to any consent required from Grantor or its Successor in connection with the foregoing restrictions, such consent shall be deemed to have been given if the requesting party has received no response from Grantor or its Successor 30 days after Grantor or its Successor receives a written request for the applicable consent and all supporting documents and information reasonably necessary for evaluation of the matter involved.

The legal description of the "property known as Donelson Plaza Shopping Center and owned by Grantor on the date hereof" as referenced above is set forth in a separate affidavit which is being executed by Grantor concurrently with this Deed, and recorded after this Deed.

RESERVATION OF EASEMENT FOR INGRESS, EGRESS, AND ACCESS:

Grantor hereby reserves, for the use and benefit of Grantor, all successors and assigns of Grantor and/or all other persons who may hereafter acquire title to any portion of the "property known as Donelson Plaza Shopping Center and owned by Grantor on the date hereof" as referenced above, and all present and future employees, tenants, invitees, heirs, successors, and/or assigns of all of them, a non-exclusive perpetual easement ("**Easement**") for ingress, egress, and access, over, across and upon that portion of the Premises legally described as follows ("**Easement Parcel**"):

The legal description of the Easement Parcel is set forth on the attached **Exhibit B**, which is incorporated herein by this reference and made a part hereof.

The Easement shall become effective upon recordation of this Deed in the deed records of Davidson County, Tennessee. If all or part of the Easement Parcel is later dedicated and accepted as a public right of way, and any part of the right of way is thereafter vacated, the Easement shall remain in effect or shall be automatically revived or reestablished and continued in effect without further action or formality. Provided, however, that Grantor hereby agrees for itself and its successors and assigns, and Grantee, by its acceptance of this Deed as evidenced

by the recording hereof, shall be deemed to have agreed for himself and his heirs, successors, and assigns, to execute and deliver such further documents as may be reasonably required in the foregoing circumstances to establish or clarify the continuing existence of the Easement and/or any person's right to use the Easement.

Grantee and his heirs, successors, and assigns shall be solely responsible, without cost to Grantor or its successors or assigns, for the maintenance of the Easement Parcel until the foregoing dedication is completed. If any portion of the public right of way over the Easement Parcel is later vacated, maintenance expenses for the vacated area subject to use under the Easement ("**Maintenance Expenses**") shall be shared 50% by Grantor and/or its successors or assigns and 50% by Grantee and/or his heirs, successors or assigns. If Grantor's interest in the balance of the Donelson Plaza Shopping Center property is conveyed to multiple owners, the obligation to pay Grantor's share of the Maintenance Expenses shall be allocated as Grantor and the buyers may agree, and Grantee or its successors or assigns shall upon the request of any affected party join in the execution of any agreement reasonably proposed to confirm the allocation of Maintenance Expenses among all affected parties, provided that Grantee's share shall never exceed 50%.

IN WITNESS WHEREOF, Grantor has executed this indenture on the date above written.

GRANTOR:

Chillicothe Properties, Inc.

By: _____
Amy Dickinson Holewinski, President

[Seal]

Acknowledgment

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 23rd day of July, 2002, before me appeared Amy Dickinson Holewinski, to me personally known, who being by me duly sworn, did say that she is the President of Chillicothe Properties, Inc., a Missouri corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and said Amy Dickinson Holewinski acknowledged execution of the foregoing instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Commission Expires:
5-25-2003

James W. Clemons
Notary Public

JAMES W. CLEMONS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES MAY 25, 2003

(jwc)special warranty deed.doc

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

John Barker

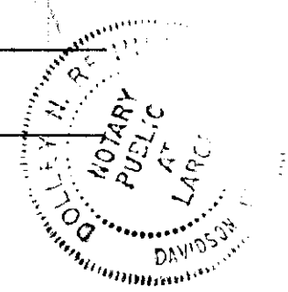
Affiant: John Barker

Subscribed and sworn to before me, this the 26th day of July, 2002.

Kelley N. Reaves

Notary Public

My Commission Expires: 5-28-06



(jwc)special warranty deed.doc

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES:

Beginning at an iron rod situated in the southerly margin of Old Lebanon Pike, said point also being the northwest corner of the Harwell Motor Company, Inc., property of record in Deed Book 4129, Page 480, R.O.D.C. TN;

Thence, leaving said road, S 10°10'04" W, a distance of 129.93 feet to an iron rod;

Thence, N 80°00'51" W, a distance of 195.81 feet to an iron rod;

Thence, S 10°21'13" W, a distance of 182.29 feet to an iron rod situated in the northerly margin of New Lebanon Pike, U.S. Highway 70-N;

Thence, along said road, N 59°10'58" W, a distance of 11.75 feet to an iron rod;

Thence, along said road, N 20°26'32" E, a distance of 12.20 feet to an iron rod;

Thence, along said road, N 71°10'32" W, a distance of 70.08 feet to an iron rod;

Thence, leaving said road, N 13°15'26" E, a distance of 113.08 feet to an iron rod;

Thence, N 06°39'29" E, a distance of 147.00 feet to an iron rod;

Thence, along a curve to the left, having a central angel of 90°00'00", a radius of 25.00 feet, a tangent of 25.00 feet, a length of 39.27 feet and having a chord which bears N 38°20'31" W, a distance of 35.36 feet to an iron rod situated in the southerly margin of Old Lebanon Pike;

Thence, along said road, S 83°20'31" E, a distance of 199.12 feet to an iron rod;

Thence, along said road, along a curve to the right, having a central angle of 16°55'36", a radius of 358.52 feet, a tangent of 53.35 feet, a length of 105.92 feet and having a chord which bears S 74°52'43" E, a distance of 105.53 feet to the point of beginning and containing 49,646.179 square feet or 1.140 acres of land.

Being a portion of the same property conveyed to Chillicothe Properties, Inc. of record in Deed Book 10088, page 361 in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT PARCEL:

Beginning at an iron rod situated in the northerly margin of New Lebanon Pike, said point also being the southwest corner of the Commerce Union Bank property of record in Deed Book 2395, Page 409, R.O.D.C., TN;

Thence, along said road, N 59°10'58" W, a distance of 11.75 feet to an iron rod;

Thence, along said road, N 20°26'32" E, a distance of 12.20 feet to an iron rod;

Thence, along said road, N 71°10'32" W, a distance of 70.08 feet to an iron rod;

Thence, leaving said road, N 13°15'26" E, a distance of 113.08 feet to an iron rod;

Thence, N 06°39'29' E, a distance of 147.00 feet to an iron rod;

Thence, along a curve to the left, having a central angle of 90°00'00", a radius of 25.00 feet, a tangent of 25.00 feet, a length of 39.27 feet and having a chord which bears N 38°20'31" W, a distance of 35.36 feet to an iron rod situated in the southerly margin of Old Lebanon Pike;

Thence, along said road, S 83°20'31" E, a distance of 132.16 feet to an iron rod;

Thence, leaving said road, along a curve to the left, having a central angle of 86°18'17", a radius of 25.00 feet, a tangent of 23.44 feet, a length of 37.66 feet and having a chord which bears S 53°30'21" W, a distance of 34.20 feet to an iron rod;

Thence, S 10°21'13" W, a distance of 110.69 feet to an iron rod;

Thence, S 10°21'13" W, a distance of 182.29 feet to the point of beginning and containing 22,961.194 square feet or 0.527 acres of land.

Being a portion of the same property conveyed to Chillicothe Properties, Inc. of record in Deed Book 10088, Page 361 in the Register's Office for Davidson County, Tennessee.