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This Instrument Prepared By:

*James M. Ellerbe*  
James M. Ellerbe, Attorney  
SuperAmerica Group, Division of  
Ashland Oil, Inc.  
3499 Dabney Drive  
Lexington, Kentucky 40509

TRANS NUM: 00274301  
DOC STAMPS PD: \$4025.00  
INTANG. TAX PD: \$.00  
KAREN E. RUSHING SARASOTA CO.  
BY: *R. Hapner* D.C.

Tax Assessment No. 0047-03-0008

.. OFFICIAL RECORDS ..  
BOOK 2589 PAGE 2620

### SPECIAL WARRANTY DEED

DEED, made as of January 7, 1994, by and between ASHLAND OIL, INC., a Kentucky corporation and successor in interest to SuperAmerica of Florida, Inc., with a mailing address of P. O. Box 14000, Lexington, Kentucky 40512 ("GRANTOR") and APPLE SOUTH, INC., a Georgia corporation, with a mailing address of Hancock at Washington, Madison, Georgia 30650 ("GRANTEE").

#### WITNESSETH:

For and in consideration of Five Hundred Seventy-Five Thousand and No/100 Dollars (\$575,000.00) and other good, valuable and sufficient consideration, the receipt of all of which is hereby acknowledged, GRANTOR hereby grants, bargains, sells, conveys and confirms to GRANTEE, its successors and assigns, the following tract or parcel of land:

Part of Lot 1, in the SARASOTA COMMERCE CENTER SUBDIVISION, per plat recorded in Plat Book 34, Pages 17 and 17A, Public Records of Sarasota County, Florida; being more particularly described as follows:

RETURN TO: S 11087  
CHICAGO TITLE INSURANCE COMPANY  
1800 Second Street, Suite 105  
SARASOTA, FL 34236

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Beginning at the Northeast corner of the aforesaid Lot 1; thence South 00° 18' 51" West, along the East line of said Lot a distance of 229.10 feet; thence South 88° 31' 43" West, a distance of 218.00 feet; thence North 00° 18' 51" East, a distance of 229.10 feet to the North line of said Lot 1; thence North 88° 31' 43" East, along the North line of said Lot 1 a distance of 218.00 feet to the point of beginning.

Being the property conveyed to SuperAmerica of Florida, Inc. from Stottlemeyer, Kent and Richardson Land Partnership by Deed dated July 10, 1992, and of record at Book 2416, Page 1481, in Sarasota County, Florida.

TO HAVE AND TO HOLD the same, together with the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto GRANTEE, its successors and assigns, forever.

This Deed is made subject to all legal highways, zoning and building laws, ordinances and regulations, to all restrictions, easements, rights-of-way, exceptions, reservations and conditions, to the extent any of the above are contained in prior instruments of record in the chain of title to the property conveyed hereby and to any state of facts which an accurate survey would show.

GRANTOR, insofar as it has the legal right to do so, does further release, remise and forever quitclaim unto GRANTEE, all of GRANTOR's right, title and interest, if any, in and to all roadways, streets, alleys, easements and rights-of-way adjacent to or abutting on the above-described tract or parcel of land.

GRANTOR covenants and warrants with GRANTEE that GRANTOR, its successors and assigns, shall (except for the property quitclaimed by the immediately preceding paragraph) warrant and defend the real property unto GRANTEE, its successors and assigns, against the claims and demands of GRANTOR and the lawful claims of all persons claiming by, through or under GRANTOR, but no other; provided, however, that any one claim or demand, or all claims and demands in the aggregate, pursuant to this warranty, shall in no

event exceed Five Hundred Seventy-Five Thousand and No/100 Dollars (\$575,000.00), which the GRANTOR and GRANTEE hereby agree to be the true and actual value of the real and personal property conveyed hereby.

GRANTOR and GRANTEE hereby agree that current property taxes and all assessments on the real property conveyed hereby shall be prorated as of the date hereof, and GRANTEE, by its acceptance of this Deed, hereby assumes and agrees to pay the same from and after the date hereof.

The terms and provisions contained in this Deed shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

IN WITNESS WHEREOF, GRANTOR has caused its name to be subscribed hereto as of the day and year first above written.

Executed and Acknowledged  
Before the Undersigned  
Attesting Witnesses:

GRANTOR:  
ASHLAND OIL, INC.

W. M. Loar

Wm  
gm By: [Signature]

Print Name: W. M. Loar

Its: Senior Vice President

[Signature]

ATTEST:

Print Name: MARY LOU SWAN

By: J. Michael Wilde

Its: Asst Secretary

COMMONWEALTH OF KENTUCKY )  
 ) SS  
COUNTY OF FAYETTE )

Before me, a Notary Public, in and for said county, personally appeared John F. Vetter, being by me duly sworn and known to be to be the person who, as Major Bill Vetter of Ashland Oil, Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; and that he was duly authorized thereunto to execute such documents.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Lexington, Kentucky this 7th day of January, 1994.

Gina S. Conpton  
Notary Public, State at Large

Print Name:  
Gina S. Conpton

Gina S. Conpton  
My commission expires: 12/31/95

My commission expires:

RECORDED IN OFFICIAL  
RECORDS  
RECORD VERIFIED  
94 JAN 11 PM 4:11  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL