K 3618

WARRANTY DEED

THIS IS A DEED, dated July 29, 1963, by **SHELL OIL COMPANY**, a **Delaware** corporation ("**Grantor**") with offices at 50 West 50th Street, New York 20, New York, to **STAFAC INC.**, a **Delaware** corporation ("**Grantee**") with offices at 120 Broadway, New York 5, New York.

GRANTOR, for Ten Dollars ($10.00) and other valuable consideration received, hereby gives, grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, the following described premises situated at Donelson Pike and New Elm Hill Pike in Nashville, County of Davidson and State of Tennessee:

LAND in the 3rd, formerly the 2nd, Civil District of Davidson County, Tennessee, being described according to a copy of a survey thereof made October 4, 1961, by W. C. Love, Civil Engineer, as follows:

BEGINNING at an iron pin in the east margin of Donelson Pike at the end of a curve into New Elm Hill Pike; thence with the margin of Donelson Pike, northerly around a slight curve, 139.91 feet to an iron pin; thence leaving said pike, North 85 degrees 56 minutes East 154.62 feet to an iron pin; thence South 4 degrees 07 minutes 30 seconds East 255.22 feet to an iron pin in the north margin of New Elm Hill Pike; thence with the margin of the same, westerly around a very slight curve, 47.60 feet to an iron pin and continuing North 74 degrees 17 minutes West 65.43 feet to the beginning of a curve; thence around said curve, northwesterly 98.73 feet to the point of beginning.

SUBJECT to set-back line as established by instrument recorded in Book 3159, Page 387, Register's Office for Davidson County:

BEING THE SAME PREMISES conveyed to SHELL OIL COMPANY, a Delaware corporation, by the certain deed dated November 20, 1961, by R. L. FREEMAN, TRUSTEE, recorded in Book 3311, Page 113, Register's Office, Davidson County, Tennessee:

together with all rights, privileges and appurtenances thereunto belonging, (**not including underground storage tanks**), all buildings and improvements thereon, and all right, title and interest of Grantor (if any) in and to the alleys, streets and roads adjacent thereto;

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns, forever.

GRANTOR HEREBY COVENANTS WITH GRANTEE: (1) that Grantor is seized of the premises in fee simple and has good right to convey the same; (2) that Grantee shall quietly enjoy the premises; (3) that the premises are free from all encumbrances; (4) that Grantor will execute or procure any necessary further assurances of the title to the premises; and (5) that Grantor will forever warrant and defend the title to the premises against the lawful claims of all persons whomsoever. These covenants shall bind Grantor's successors and assigns and inure to the benefit of Grantee's successors and assigns.

EXECUTED by Grantor by its Treasurer thereunto duly authorized, and sealed with its corporate seal, as of the date first herein written.

SHELL OIL COMPANY

By B M Hunt
Treasurer

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