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 on the southerly side of Murfreesboro Road and known as 1347 Murfreesboro Road in the City of Nashville, County of Davidson and State of Tennessee:

> LAND in the 2nd, formerly 5th, Civil District of Davidson County, Tennessee, being part of the northeast part of a tract of 93.55 acres, more or less, and being a part of the property known as the old Thos. S. Weaver Homeplace, and shown as the "Shell Property" on a survey by Barge-Waggoner & Sumner, Engineers, as revised June 14, 1962, as follows:
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> BEGINNING at a point in the south margin of Murfreesboro Road, 213.4 feet east of a concrete monument in the south margin of said road at a turn near the intersection of Pineway Drive, said point being 75 feet east of the northeast corner of the property conveyed to F. L. Eubank and wife, by deed of record in Book 2102, page 419, Register's Office for said County; thence along Murfreesboro Road, South 66 degrees 58 minutes East 183 feet to an iron pin; thence leaving the road, South 22 degrees 53 minutes West 150 feet; thence North 66 degrees 58 minutes West 183 feet; thence North 22 degrees 53 minutes East 150 feet to the point of beginning:
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> SUBJECT to easement for cut and fill slopes across the front of the lot adjacent to Murfreesboro Pike as set out in Decree in Minute Book 56, page 433, of the 2nd Circuit Court for Davidson County, Tennessee, at Nashville:
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> BEING A PART of the property conveyed to SHELL OIL COMPANY, a Delaware corporation, by that certain deed dated June 14, 1962, by NOAH B. MOATES and J. ROSS CHESHIRE, JR., recorded in Book 3400, page 515, Register's Office, Davidson County, Tennessee:

together with all rights, privileges and appurtenances thereunto belonging, all buildings and improvements thereon (not including underground storage tanks), 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.

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