A 59821

This instrument prepared by:
Lawrence Dortch, Attorney
1200 American Trust Building
Nashville, Tennessee 37201

IDENTIF. REFERENCE

Nov 6 2 47 PM '69

FEE $ ____ REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 95,000.

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Affiant

Subscribed and sworn to before me this the 4th day of November, 1969.

Notary Public

My commission expires: 1-20-71
(Affix Seal)

| Address New Owner as follows: | Send Tax Bills to: | Map-Parcel Numbers |
|---|---|---|
| Humble Oil & Refining Company<br>P. O. Box 367<br>Memphis, Tennessee 38101 | Humble Oil & Refining Company<br>Property Tax Section<br>P. O. Box 61812<br>New Orleans, Louisiana 70160 | Map 26<br>P/o Par. 7 |

D E E D

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, BROOKS S. FITZPATRICK and wife, ETHEL CHENEY FITZPATRICK, have bargained and sold and by these presents do transfer and convey unto HUMBLE OIL & REFINING COMPANY, a Delaware corporation, its successors and assigns, a certain tract or parcel of land in the City of Goodlettsville, Davidson County, State of Tennessee, described as follows, to wit:

Land in the 10th Civil District of Davidson County, Tennessee, being described according to a survey by Parrish Engineers, Inc., No. 69-243, and dated May 29, 1969, as follows:

Beginning at a concrete monument at the intersection of the easterly margin of Two Mile Pike as widened and the southerly margin of Wade Circle South as relocated. Said Concrete Monument being North 71° 24' 20" east 47.0 feet from original corner survey dated March 17, 1967, and also being North 71° 24' 20" east 46.0 feet from the new center line of Two Mile Pike; thence with the southerly margin of Wade Circle South North 71° 24' 20" East 129.0 feet to a concrete monument on the easterly margin of Wade Circle South, said monument being 175 feet east of the new center line of Two Mile Pike; thence continuing with above said line North 71° 24' 20" east 46.0 feet to the northeast corner of the herein described

property, said point being in the westerly boundary of property conveyed to Brooks S. Fitzpatrick and wife, by deed of record in book 2858, page 189, Register's Office for said County; thence to the right with an interior angle at 90° 00' South 18° 35' 40" East 152.38 feet to the southeast corner of the herein described property and being in the northerly property line of the V. F. Bradley, et ux. property; thence to the right with an interior angle of 87° 00', South 74° 24' 20" West 175.24 feet to an iron stake on the new easterly margin of Two Mile Pike, and being 46.0' from the new center line Two Mile Pike; thence to the right with an interior angle of 93° 00' with the new easterly margin North 18° 35' 40" West 143.21 feet to the point of beginning, and making an interior angle of 90° 00' to the first call of this description and containing 0.59 Acres, more or less. This property is unimproved.

Being part of the property conveyed to Brooks S. Fitzpatrick and wife, Ethel Fitzpatrick by deed from Florence Moran Beyer, of record in book 2858, page 189, Register's Office for said County.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Humble Oil & Refining Company, its successors and assigns, forever.

And we do covenant with the said Humble Oil & Refining Company that we are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered except for 1969 taxes to be prorated as of the date of the deed.

And we, Brooks S. Fitzpatrick and wife, Ethel Cheney Fitzpatrick, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Humble Oil & Refining Company, its successors and assigns, against the lawful claims of all persons whomsoever.

For the same consideration mentioned above, and to induce Humble Oil & Refining Company to purchase the above described property prior to the widening of Two Mile Pike, Grantors also bargain, sell, transfer and convey unto the said Humble Oil & Refining Company an exclusive, unrestricted easement to go upon, over and

across the following described property and to use the same in any manner whatsoever:

Beginning at a concrete monument at the intersection of the easterly margin of Two Mile Pike as widened and the southerly margin of Wade Circle as relocated, said concrete monument being North 71° 24' 20" East 47 feet from the original corner survey dated March 17, 1967, and also being the beginning point of the above described property conveyed herein; thence South 71° 24' 20" West 47 feet to a point in the present right of way of Two Mile Pike (before widening); thence South 18° 35' 40" East along said present right of way 140.75 feet to a point; thence leaving said present right of way North 74° 24' 20" East 47.06 feet to a point in the new right of way line of Two Mile Pike as widened; thence North 18° 35' 40" West 143.21 feet to the point of beginning.

This easement shall be perpetual unless terminated as herein provided. It shall terminate in the event the property immediately above described is condemned or in the event said property is sold and conveyed to a condemning authority pursuant to a threat of condemnation. In the event less than all of said property is so sold or condemned, such termination shall not take place with respect to the balance of said property until the balance of said property has been conveyed to Humble Oil & Refining Company pursuant to an agreement of even date herewith between the said Humble Oil & Refining Company and Grantors.

TO HAVE AND TO HOLD the said easement with the appurtenances, estate, title and interest thereto belonging to the said Humble Oil & Refining Company, its successors and assigns forever.

We covenant with the said Humble Oil & Refining Company that we are lawfully seized and possessed of said land in fee simple; have a good right to convey an easement thereto and the same is unencumbered. We do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to the said easement to the said Humble Oil & Refining Company, its successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands this 4th day of November, 1969.

Brooks S. Fitzpatrick
BROOKS S. FITZPATRICK

Ethel Cheney Fitzpatrick
ETHEL CHENEY FITZPATRICK

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, C. Warren Nash a Notary Public in and for said County and State, the within named BROOKS S. FITZPATRICK and wife, ETHEL CHENEY FITZPATRICK the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 4th day of November, 1969.

C. Warren Nash
Notary Public

My Commission expires: 5/11/71

NOV-69 CONV 95,000.00
NOV-69 S'TAX B* 244.40
NOV-69 PR'FEE B* .50
NOV-69 W'DEED B* 6.00 * 250.90