Owner - K.S. Realty - Same
506 South High St.
Columbia Tenn 38401

GENERAL WARRANTY DEED

BOOK 4482 PAGE 262

119-9-197

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

THIS INDENTURE, made this 18th day of February, 1971, between UNION OIL COMPANY OF CALIFORNIA, a California corporation, with an office in Palatine, Cook County, Illinois, herein called Grantor, and K. S. REALTY COMPANY, of Maury County, Tennessee, herein called Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, hereby conveys unto said Grantee, its successors and assigns forever, that certain tract of land situated in the 6th, formerly the 9th, Civil District of Davidson County, Tennessee, being the same property as shown on Davidson County Property Map #119-9 being parcel 197, and described as follows:

Beginning at a point on the extreme western right-of-way of Logan Street (20 feet from centerline) said point being a point of curve for a curve to the right having a radius of 18 feet; thence along and with said curve a distance of 28.35 feet to a point, being a point of tangent, located on the extreme northern right-of-way of Thompson Lane (46 feet from center line); thence along and with the extreme northern right-of-way of Thompson Lane with a bearing of North 86° 05' 09" West a distance of 106.23 feet to a point; thence leaving the extreme northern right-of-way of Thompson Lane with a bearing of North 3° 01' East for a distance of 108.62 feet to a point; thence South 87° 37' 02" East a distance of 125.57 feet to a point on the extreme western right-of-way of Logan Street (20 feet from centerline); thence along and with the extreme western right-of-way of Logan Street with a bearing of South 3° 40' 30" West a distance of 93.63 feet to a point being the point of beginning.

Being the same property conveyed by A.V. Oakes and Jim B. Smith to Union Oil Company of California by Deed dated January 8, 1971 and of record in Book 4472, page 595, Register's Office, Davidson County, Tennessee.

Together with a non-exclusive perpetual driveway easement for the use of Grantee and the customers, licensees, invitees and employees of Grantee or those claiming under it, across the southeast corner

THIS INSTRUMENT PREPARED BY

K. G. BAUDELLI

ATTORNEY-AT-LAW
OF 200 E. GOLF RD., PALATINE
ILLINOIS

of Grantor's remaining land abutting on the West, said easement being more particularly described as follows: Beginning at a point in the extreme northern right-of-way of Thompson Lane at the southwest corner of the land herein conveyed and also being the southeast corner of Grantor's remaining land; thence North 3° 01' East along the westerly line of the land herein conveyed and the easterly line of Grantor's remaining land a distance of 30.00 feet to a point; thence in a southwesterly direction to a point in the extreme northern right-of-way of Thompson Lane which point is 30.00 feet westerly from the point of beginning as measured along the said right-of-way; thence South 86° 39' 49" East along the said right-of-way a distance of 30.00 feet to the point of beginning.

Subject to any and all restrictions, covenants, conditions, zoning ordinances, rights-of-way, and easements of record, if any, affecting said land.

Grantor reserves unto itself, its successors and assigns, a non-exclusive perpetual driveway easement for the use of Grantor and the customers, licensees, invitees and employees of Grantor or those claiming under it across the southwest corner of the land herein conveyed, said easement being more particularly described as follows:

Beginning at a point in the extreme northern right-of-way of Thompson Lane at the southwest corner of the land herein conveyed and also being the southeast corner of Grantor's remaining land; thence North 3° 01' East along the westerly line of the land herein conveyed and the easterly line of Grantor's remaining land a distance of 30.00 feet to a point; thence in a southeasterly direction to a point in the extreme northern right-of-way of Thompson Lane which point is 30.00 feet easterly from the point of beginning as measured along the said right-of-way; thence North 86° 05' 09" West a distance of 30.00 feet to the point of beginning.

As part of the consideration of this conveyance, Grantee, for itself and its successors and assigns, covenants and agrees to and with Grantor, its successors and assigns, that until such time as Grantor shall construct and have in operation on Grantor's retained land to the west an automobile service station and thereafter so long as the property adjacent on the West of the land herein conveyed, said adjacent property now owned by Union Oil Company of California, shall be used and operated as an automobile service station: (1) the premises herein conveyed shall not be used as an automobile service station for the sale

and distribution of petroleum products and (2) the building set-back line for the premises herein conveyed shall be not less than sixty-five feet from the extreme northern right-of-way of Thompson Lane as now located and no building shall be erected closer than said distance to Thompson Lane. These covenants shall run with the land and shall be made a part of every deed, lease or other instrument affecting title to said premises executed and or delivered during said period. Should local applicable law impose a limitation on the duration of any of said covenants, then the local applicable law shall govern the rights of the parties.

TO HAVE AND TO HOLD the aforesaid land, with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining, unto said Grantee, its successors and assigns forever.

Grantor, for itself and its successors, hereby covenants and agrees to and with Grantee, its successors and assigns, that Grantor is lawfully seized in fee of said land; that said land is free of all encumbrances except as herein stated; that Grantor has good right to sell and convey the same, and that Grantor will warrant and defend said land against all lawful claims whatever.

IN WITNESS WHEREOF, Union Oil Company of California has caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be affixed hereto, the day and year first above written.

UNION OIL COMPANY OF CALIFORNIA

By _____ R. J. WALERIUS
Vice President

By _____ Roy Bryntesen
Assistant Secretary

T
IDENTIF. REFERENCE

FEB 25 1 53 PM '71

FEE $ [illegible] REGISTER
DAVIDSON COUNTY, TENN.

B05904

ACKNOWLEDGMENT BOOK 4482 PAGE 265

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 12th day of February, 1971, before me, the undersigned authority, personally appeared _____ R. J. Walerius and Roy Bryntesen, to me personally known, and who, being by me duly sworn, did say that they are Vice President and Assistant Secretary, respectively, of UNION OIL COMPANY OF CALIFORNIA, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by them in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal the day and year first above written.

Jean A. Priest
Notary Public in and for
Cook County, Illinois

My commission expires:

[illegible]

I hereby swear or affirm that the actual consideration or [illegible] transfer, whichever is greater, is $40,000.00 Affiant [illegible]
Subscribed and sworn to before me this 25th day of Feb. 19 71

Deputy Register [illegible]

FEB25F	CONV	40,000.00			
FEB25F	S'TAX		A*	104.00	
FEB25F	PR'FEE		A*	.50	
FEB25F	W'DEED		A*	6.00	* 110.50