This Instrument Prepared by:
C. Roger Hoffman, Attorney,
59 Executive Parkway S., NE
Atlanta, Ga. 30329

WARRANTY DEED

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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THIS INDENTURE, made and entered into this 1st day of December, 1972, by and between TEXACO INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the first part, and T. LANCASTER TYLER and wife, Kathryn E. Tyler, 618 North 22nd Avenue, Humboldt, Tennessee, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee.

Land lying in the 8th Civil District, being part of lots 71, 72, and 73 and part of the two tracts reserved for commercial development fronting on Charlotte Pike according to the Plan of Crest Meade, Section Two, of record in Book 2331, Page 152, in the Register's Office for Davidson County, also shown on the Plan entitled "A" Revision of Commercial Property and of Lots No. 71, 72, 73 of Section Two, Crest Meade, of record in Book 3600, Page 55, said Register's Office, and described according to a copy of a survey thereof made by James L. Murphy, Jr., & Co., Engineers, dated August 10, 1972, as follows:

Buyer T. Lancaster Tyler
1708 Mitchell St.
Humboldt, Tenn

BEGINNING at a point lying on the southerly margin of Charlotte Pike, being the northwesterly corner of this tract and said Crest Meade Subdivision, Section II, further described 23.0 feet east of the center line of Davidson Branch Creek along said margin of Charlotte Pike, and being a witness point for the center line of Davidson Branch Creek which defines the westerly boundary of this tract; thence with said margin of Charlotte Pike, north 71 degrees 47 minutes east 154.80 feet to the beginning of a one degree curve; thence around said curve, having a radius of 5805.0 feet, to the left a distance of 145.79 feet; thence leaving the southerly margin of said Charlotte Pike south 19 degrees 30 minutes 09 seconds east a distance of 225.0 feet to a point lying on the westerly margin of Interstate 40; thence running with the westerly margin of said Interstate 40 south 32 degrees 35 minutes 00 seconds west a distance of 329.52 feet to a point; thence continuing with said margin, south 34 degrees 09 minutes west 289.00 feet to a point; thence continuing with said margin north 71 degrees 20 minutes west 6.20 feet to a point lying on the witness line for Davidson Branch Creek, being 18.80 feet east of the center line of said Creek on the same bearing of north 71 degrees 20 seconds west said center line being the southerly corner of this tract, further described as lying on the rear line of Lot 71 as shown on the Plan of Crest Meade, Section II, as mentioned above; thence with said witness line, north 4 degrees 40 minutes east the following distances with accompanying perpendicular references to the center line of Davidson Branch; 50.00 feet to a point located 18 feet east of said center line; thence 45.00 feet to a point located 43 feet east of said center line, thence 79.00 feet to a point located 35 feet east of said center line; thence 47.00 feet to a point located 4.5 feet east of said center line; thence 15.00 feet to a point located 5.5 feet east of said center line; thence 48.00 feet to a point located 14 feet west of said center line; thence 21.00 feet to a point located 11 feet west of said center line; thence 25.50 feet to a point located 6

feet east of said center line; thence 41.00 feet to a point located 41 feet east of said center line; thence 31.00 feet to a point located 57 feet east of said center line; thence 20.00 feet to a point located 49 feet east of said center line; thence 41.00 feet to a point located 78.5 feet east of said center line; thence 77.70 feet to a point located 100 feet east of said center line; thence continuing with another witness line for Davidson Branch Creek north 32 degrees 37 minutes west the following distance with accompanying perpendicular references to the center line of said creek; 82.00 feet to a point located 67.5 feet east of said Creek; thence 10.00 feet to a point located 59.0 feet east of said Creek; thence 16.60 feet to the point of beginning, containing 3.58 acres, more or less.

Being part of the property conveyed to Eugene Pargh, a 1/2 interest; Mandell L. Cypress, a 1/8th interest; Emanuel Schatten, a 1/8 interest and Edward T. Goldstein, a 1/4 interest, by deed from Crest Land Co., a Tenn. corp., of record in Book 2907, Page 252, and from Eugene Pargh, et al, of record in Book 3398, Page 537, both in said Register's Office.

This conveyance is made subject to any easements of record, governmental zoning regulations or ordinances and restrictive covenants of record, if any, affecting the use and occupancy of the above described premises.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, or successors and assigns in fee simple forever.

As part of the consideration for this conveyance, party of the second part covenants and agrees that for a

period of ten (10) years from the date of this deed, the premises herein conveyed shall not be used for the sale, advertising or storing of any petroleum products for resale or wholesale distribution or the displaying of the trademark or symbol of any petroleum products, supplies or manufacturers, it being understood that this covenant shall be a covenant running with the land and shall be binding upon party of the second part, its successors and assigns.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except 1972 City and County taxes and aforementioned subdivision restrictions, building line and easements, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

ATTEST:

Assistant Secretary

TEXACO INC.

By: T. L. Thompson

Vice President

B98446

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IDENTIF. REFERENCE

STATE OF New York

COUNTY OF New York

MAR 15 3 38 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Before me, the undersigned Notary Public, in the State and County aforesaid, personally appeared _____ T. L. THOMPSON with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Vice President of Texaco Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and official seal at office this 1st day of December, 1972.

My commission expires:
3/30/73

Thomas W. Moran
NOTARY PUBLIC

THOMAS W. MORAN
Notary Public, State of New York
No. 31-2765450, Qualified in New York Co.
Commission Expires March 30, 1973

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $60,000.00. Affiant [signature]
Subscribed and sworn to before me this 15th day of March 1973
Deputy Register [signature]

MAR 15	CONV	60,000.00		
MAR 15	S'TAX		A* 156.00	
MAR 15	PR'FEE		A* .50	
MAR 15	W'DEED		A* 10.00	* 166.50