SS 418 Buyer's Tax Bills
Jas. M. Fischer, Jr. Trustee
2930 Sidco Drive
Nash. Tenn

This instrument prepared by
J. B. Hough, Amoco Oil Company
6 Executive Park Drive
Atlanta, Georgia

96-13

WARRANTY DEED BOOK 1762 PAGE 814 145 Pal

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by JAMES M. FISCHER, JR., Trustee, whose address is 2930 Sidco Drive, Nashville, Tennessee 37204, hereinafter referred to as the GRANTEE, and other good and valuable considerations, receipt of which is hereby acknowledged, AMOCO OIL COMPANY, a Maryland corporation, hereinafter referred to as the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto the said GRANTEE, his heirs and assigns, a certain tract or parcel of unimproved land in the 3rd, formerly 2nd Civil District in Davidson County, Tennessee, described as follows, to-wit:

TRACT I - BEGINNING at an iron pin in the southeast intersection of Allen Road, and Donelson Pike; thence with the margin of Donelson Pike, South 15° 48' East 63.66 feet to a point, and continuing with the margin of said Pike, southerly around a slight curve, having a radius of 3844.91 feet, a distance of 86.34 feet to an iron pin; thence leaving said Pike South 85° 58' East 160 feet to an iron pin; thence North 15° 25' West 150 feet to the south margin of Allen Road; thence with the margin of the same, North 85° 58' West 160 feet to the point of beginning and containing 0.506 of an acre, more or less.

Being the same property acquired by The American Oil Company (now Amoco Oil Company) from R. L. Freeman, Trustee, by deed dated November 3, 1960, recorded in the office of the Register for Davidson County, Tennessee, in Book 3159, page 387.

LESS AND EXCEPT that part of TRACT I conveyed by The American Oil Company to Davidson County, Tennessee, by deed dated December 26, 1961, and more particularly described as follows:

Beginning at a point being the original intersection of the Southerly margin of Allen Road and the Easterly margin of Donelson Pike; thence South 15° 48' East with the original margin of Donelson Pike 63.66 feet to the P.C. of a curve having a radius of 3,844.91 feet and being a curve to the right; thence with said curve a distance of 86.34 feet to a point; thence South 85° 58' East, 22.07 feet to an iron pin in the new margin of Donelson Pike as widened; thence North 11° 21' West; 113.84 feet to an iron pin in the beginning of a 25 foot radius; thence Northeasterly with said radius 45.98 feet to an iron pin, said pin constituting the Northeasterly terminus of said radius and lying in the Southerly margin of Allen Road; thence North 85° 58' West, 66.57 feet to the point of beginning.

TRACT II - Beginning at a point in the south margin of Allen Road at the original northeast corner of a tract that was conveyed to The American Oil Company by deed of record in Book 3159, page 387, Register's Office, thence along said Oil Company's east line, South 15 deg. 25' East 150 feet to a point; thence South 85 deg. 58' East 22.07 feet to an iron pin; thence North 11 deg. 21' West 146.65 feet to an iron pin in the south margin of Allen Road; thence with the margin of the same, North 85 deg. 58' West 33.76 feet to the point of beginning.

Being the same property acquired by The American Oil Company (now Amoco Oil Company) from R. L. Freeman, Trustee, by deed dated August 30, 1962, recorded in the office of the Register for Davidson County, Tennessee, in Book 3434, page 533.

Subject, however, to the following:

(1) Tracts I and II are subject to the following covenant: No building or other similar structure of any nature shall be installed or placed within any part of said land lying within 68 feet from the easterly right-of-way line of Donelson Pike and within 60 feet of the southerly margin of Allen Road. The foregoing covenant shall run with the land and be binding upon Purchaser, his heirs and assigns, for a period of 99 years from August 30, 1962.

(2) Taxes and special assessments against the said premises, if any.

(3) Zoning laws and municipal regulations, if any; building line restrictions and building restrictions of record, if any; and any party wall agreements of record.

(4) The following covenants and agreements of the Purchaser:

"The Grantee herein hereby covenants and agrees for himself, his heirs, executors and assigns, that no part of the real estate herein conveyed shall be used by said grantee, his heirs, executors, grantees or assigns, for the purpose of conducting or carrying on the business of selling, handling or dealing in gasoline, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel to be used for internal combustion engines, or lubricants in any form."

"The foregoing restriction shall not be applicable to the business of selling, handling or dealing in petroleum products furnished by the Grantor herein and in any event shall terminate and be of no further force and effect upon the expiration of a period of 20 years from the date hereof."

"The foregoing covenants shall run with the land and be binding on said Grantee, his heirs, executors, grantees and assigns, and inure to the benefit of the Grantor herein, its successors and assigns."

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEE, his heirs and assigns, forever. And it does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as hereinabove listed. And it does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, his heirs and assigns, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed by its duly authorized officers on this the 22nd day of October, 1973.

Approved as to form

ATTEST:

E. F. McCann
Assistant Secretary

AMOCO OIL COMPANY

R. H. Danielson
R. H. Danielson - Regional Vice President

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Before me, Jean W. Lang, a Notary Public within and for the State and County aforesaid, personally appeared R. H. Danielson and E. F. McCann with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the Regional Vice President and Assistant Secretary respectively of the AMOCO OIL COMPANY the within named bargainor, a corporation, and that they as such Regional Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said R. H. Danielson as such Regional Vice President, and attesting the same by the said E. F. McCann as such Assistant Secretary.

Witness my hand and official seal at office at Atlanta, Georgia on this the 22nd day of October, 1973.

Jean W. Lang
Notary Public

My Commission expires:

Notary Public, Georgia, State at Large
My Commission Expires Nov. 22, 1975

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $20500. Affiant [signature]
Subscribed and sworn to before me this 8th day of November 1973

Deputy Register [signature]

C31045

IDENTIF. REFERENCE

Nov 8 8.43 AM '73

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

10V-8	CONV	20,500.00				
10V-8	S'TAX		A*	53.30		
10V-8	PR'FEE		A*	.50		
10V-8	W'DEED		A*	6.00	*	59.80