S.S. #321 Berger & Jay Bills
Jas. M. Fischer Jr. Trustee
2930 Sidco Circle
Nash. Tenn

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

51-4

WARRANTY DEED BOOK 4762 PAGE 817

60 pw

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 land in the 11th Civil District of Davidson County, Tennessee, being part of the 7.5 acre tract allotted to W. H. Woodroof in the partition of the Lands of C. E. Woodroof, deceased, by decree of record in Min. Book 40, page 266, of the Chancery Court at Nashville, and described according to a survey thereof made by James A. Hamilton, Jr., Surveyor, July 31, 1953, as follows:

Beginning at a point on the westerly margin of Gallatin Pike, at an iron pin at the southeast corner of the Taylor Stratton School property; thence with the margin of said Pike, south 10° 34' west 120 feet to an iron pin; thence leaving the pike, north 88° 30' west 354.19 feet to an iron pin; thence north 11° 30' east 120.32 feet to an iron pin at an old cedar post fence corner, at the southwest corner of said Taylor Stratton School property; thence with the south line of said School property, south 88° 30' east 352.21 feet to the beginning.

Being the same property acquired by The American Oil Company, a Maryland corporation, (now Amoco Oil Company, a Maryland corporation) from Pan-Am Southern Corporation, a Delaware corporation, by deed dated January 31, 1957, recorded in the Register's Office, Davidson County, Tennessee, in Book 2639, Page 53.

subject, however, to the following:

(1) Water tap rights and driveway easement reserved by Zeke C. Gammel, et ux, Marion T. Gammel and Miss Kate Gammel, their heirs and assigns, as more fully set out in deed from said parties to Pan-Am Southern Corporation, dated August 25, 1953, recorded in said Register's Office in Book 2158, Page 352.

(2) Permanent easement granted by The American Oil Company to Davidson County, Tennessee, dated September 18, 1962, recorded in said Register's Office in Book 3457, Page 595.

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

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

(5) 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:

AMOCO OIL COMPANY

E. F. McCann
Assistant Secretary

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. Danielsen 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 Jan. 29, 1975

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $46,000.00, Affiant

Subscribed and sworn to before me this 8th day of November, 1973

Deputy Register

NOV-8P CONV 46,000.00
NOV-8P S'TAX A* 119.60
NOV-8P PR'FEE A* .50
NOV-8P W'DEED A* 4.00 * 124.10

FELTA T. DAVIDSON
NOV 8 1973
IDENTIFICATION

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