TENN-036
JDM:set
8-30-74

Prepared by: Tenneco Oil Co.
Atlanta, Ga.

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86-1 p.82

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this the 6th day of September, 1974, by and between TENNECO OIL COMPANY, a Delaware corporation, hereinafter called "Grantor" and ARTHUR RAYMOND TOWNES, hereinafter called "Grantee".

W I T N E S S E T H, T H A T:

For and in consideration of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt of which are hereby acknowledged, Grantor has bargained, sold, conveyed and confirmed and does hereby bargain, sell, convey and confirm unto Grantee the following-described tract or parcel of land situated in the County of Davidson, State of Tennessee, to-wit:

A tract of land in the 4th Civil District of Davidson County, Tennsesee, located on the South side of Bonnabrooke Drive approximately 121 feet, plus or minus, West of Lebanon Pike and being more particularly described as follows:

Beginning at a point in the South margin of Bonnabrooke Drive at the Southeast corner of the property conveyed to James R. and J. D. Irons of record in Book 4574, Page 135 R.O.D.C. and the Northeast corner of the property conveyed to Tenneco Oil Company of record in Book 4561, Page 461 R.O.D.C.:

Thence, with said margin of Bonnabrooke Drive South 55 degrees 28 minutes East a distance of 66.00 feet to a point;

Thence, leaving said margin South 33 degrees 15 minutes West a distance of 169.02 feet to a point in the East line of the property conveyed to T.J. Van Patten, et al, of record in Book 3104, Page 521 R.O.D.C.;

Thence with said East line North 51 degrees 37 minutes West a distance of 66.25 feet to the Southwest corner of the Irons' property;

Thence with the South line of the Irons' property North 33 degrees 15 minutes East a distance of 164.57 feet to the point of beginning containing 0.25 acres more or less and being part of the property conveyed to Tenneco Oil Company of record in Book 4561, Page 461 R.O.D.C.

Grantee, by his acceptance of this Indenture and as inducement for Grantor to execute and deliver this Indenture, agrees for himself, his heirs, executors, administrators, personal representatives, successors and assigns that, for a period of fifteen (15) years from the date hereof, neither Grantee nor his heirs, executors, administrators, personal representatives, successors and assigns will construct, install, remodel, rebuild or change any building or other structure on the tract

Buyer: + Jay Bills
Mail-To Arthur Raymond Townes
5013. Bonnabrooke Dr.
Hermitage Tenn

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of land hereby conveyed without first receiving the written approval by Grantor, or Grantor's successors and assigns, of the building plans, which plans shall show, among other things, the location, exterior design and color of the proposed building or other structure or any alteration, remodeling or changing thereof.

Grantee, as further inducement to Grantor for the execution and delivery of this Indenture to Grantee, agrees for himself, his heirs, executors, administrators, personal representatives, successors and assigns that for a period of thirty (30) years from the date hereof:

1. There shall not be constructed, installed or operated on the tract of land hereby conveyed any convenience-type food store (which is generally defined as a grocery store having ten thousand (10,000) square feet or less of floor space and utilized for the sale of groceries, foodstuffs and miscellaneous consumer merchandise customarily found in grocery stores).

2. There shall not be constructed, installed or operated on the tract of land hereby conveyed any gasoline service station nor shall the storage or sale of gasoline, oil or other petroleum products be suffered or permitted in, on or from said tract of land.

3. There shall not be constructed, installed or operated any bar, club, lounge or other similar business entity or establishment for the purpose of sale, dispensing, consumption, whether on or off of the above-described tract of land, of any alcoholic beverages of any kind whatsoever.

4. The foregoing restrictions on the use of the property hereby conveyed shall be and are hereby made conditional limitations on Grantee's title to said property.

5. Upon the expiration of the aforesaid thirty (30)-year period, the foregoing restrictions shall automatically expire and be of no further force or effect.

TO HAVE AND TO HOLD, said tract or parcel of land together with all appurtenances, estate, title and interest thereunto belonging to said Grantee, his heirs and assigns forever. Said Grantor, for itself, its successors and assigns will warrant and forever defend the right and title to the above-described property, except for the foregoing covenants of Grantee and limitations on Grantee's title, unto Grantee, his heirs and assigns against the claim of all persons claiming by, through or under Grantor but not otherwise.

IN WITNESS WHEREOF, Grantor has signed and sealed this Indenture the day and year first above written.

TENNECO OIL COMPANY

ATTEST:

Assistant Secretary

By: L. W. Marshall
Vice President

APPROV
LEGAL

(CORPORATE SEAL)

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STATE OF TEXAS)
)
COUNTY OF HARRIS)

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On this 6th day of September, 1974, before me the undersigned Notary Public in the State and County aforesaid personally appeared L.W. MARSHALL, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Vice President of TENNECO OIL COMPANY, 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 notarial seal at office the day and year above written.

Lurline Diener
Notary Public

My commission expires: June 1, 1975

LURLINE DIENER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 19 75

AFFIDAVIT

STATE OF Georgia)
)
COUNTY OF Fulton)

I, hereby swear or affirm that to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is Sixteen Thousand and NO/100 Dollars ($16,000.00), which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Arthur Raymond Jones
Affiant

Subscribed and sworn to before me this the 12 day of September, 1974.

Jo Ann Beveridge
Notary Public in and for
County of

My commission expires: Notary Public, Georgia State at Large
My Commission Expires Mar. 8, 1976

DEC 30 12 11 PM '74
FELIX Z. ELLISON II REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

827780

DEC30 CONV 16,000.00
DEC30 S'TAX A* 41.60
DEC30 PR'FEE A* .50
DEC30 W'DEED A* 6.00 * 48.10