BOOK 4939 PAGE 805

Map - Parcel Numbers

WARRANTY DEED

141
9/18 pw

STATE OF TENNESSEE

COUNTY OF DAVIDSON

THIS INDENTURE, made and entered into this 9th day of July, 1975, by and between TEXACO INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, Grantor, and BELLBROOK LAND COMPANY, Grantee,

WHEREAS, under date of December 20, 1974, Texaco Inc. as Grantor executed a warranty deed to Bell Brook Land Co. and said deed has not been recorded by reason of the desire of Grantee to correct its name and add a property reference to the description and quitclaim a road as hereinbelow provided.

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 Grantor has bargained and sold and does hereby grant, bargain, sell, convey and confirm unto the said Grantee the following described real estate, situate and being in the County of Davidson, State of Tennessee:

> Beginning at an iron pin, 225 feet, more or less, west of U. S. Costal and Geodetic Survey and State Survey Marker Station No. 2579 on the southwesterly margin of U. S. Highway No. 70; thence from P.O.B. with said highway, N 60° 10' W 40.92 feet to an iron pin; thence N 57° 45' W 42.15 feet to an iron pin; thence leaving said highway S 32° 15' W 175.0 feet to an iron pin; thence N 58° 01' W 293.64 feet to an iron pin; thence S 55° 27' W 201.08 feet to an iron pin; thence S 16° 38' E 420.23 feet to an iron pin; thence N 44° 33' E 654.24 feet to the point of beginning containing 2.98 acres more or less.

This Instrument Prepared By:
S. J. Yeoman, Attorney
Texaco Inc.
P. O. Box 1722
Atlanta, Georgia 30301

Buyer + Ind Bills
Bellbrook Land Co
315 Thomas St

Being a portion of the property conveyed to Texaco Inc. by Quitclaim Deed of Statewide Stations, Inc. recorded in Book 4825, page 913, Register's Office for Davidson County, Tennessee.

This conveyance is subject to all easements, rights of way, governmental regulations and ordinances and restrictive covenants, if any, affecting said real property.

As part of the consideration for this conveyance, Grantor covenants and agrees that for a period of ten (10) years from December 20, 1974, the premises herein conveyed shall not be used for the sale of any petroleum products or for the storing for resale or wholesale distribution of any petroleum products or for the displaying of the trademark or symbol of the advertising of any petroleum products, suppliers or manufacturers, it being understood that this covenant shall be a covenant running with the land and shall be binding upon Grantee, its successors and assigns.

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 Grantee, its successors and assigns in fee simple forever. The said Grantor does hereby covenant with the said Grantee that it was lawfully seized in fee of the aforedescribed real estate as of the 20th day of December, 1974; that as of the 20th day of December, 1974 had a good right to sell and convey same; that the same was unencumbered as of the 20th day of December, 1974, except as hereinabove mentioned, and that as of the 20th day of December, 1974, the title and quiet possession thereunto will warrant and forever defend except as hereinabove mentioned against the lawful claims of all persons.

In addition to the above described property, Grantor quitclaims unto Grantee all Grantor's property and Grantor's rights to property, if any, in all or any part of the old county road referred to in the deed by which Grantor acquired the subject property and all Grantor's property and Grantor's rights to property, if any, between the above description for the westerly boundary of the subject tract and the old county road.

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

TEXACO INC.

By: C D Hall
Vice President

ATTEST:

Assistant Secretary

[SEAL]

STATE OF GEORGIA

COUNTY OF DEKALB

Before me, the undersigned Notary Public in the State and County aforesaid personally appeared C. D. Hall 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 9th day of July, 1975.

James Pirkle
NOTARY PUBLIC

Notary Public, Georgia
My Commission Expires Nov. 17, 1977

My Commission Expires:

BOOK 4939 PAGE 808

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 110,000.00.

Frank L. Claud
Affiant

Subscribed and sworn to before me, this the 31st day of July, 1975.

Clara Dee Tait
NOTARY PUBLIC

MY COMMISSION EXPIRES: Nov. 8, 1977

D 10312

IDENTIF. REFERENCE

AUG 8 1 58 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

| | | | | | | |
|---|---|---|---|---|---|---|
| AUG-8 75 | CONV | 90,000.00 | | | | |
| AUG-8 75 | CONV | 20,000.00 | | | | |
| AUG-8 75 | S'TAX | | A* | 286.00 | | |
| AUG-8 75 | PR'FEE | | A* | .50 | | |
| AUG-8 75 | W'DEED | | A* | 8.00 | * | 294.50 |