Return to:
THIRD NATIONAL BANK
Mortgage Loan Department

WARRANTY DEED

STATE OF TENNESSEE

BOOK 4960 PAGE 879

COUNTY OF DAVIDSON

THIS INDENTURE, made this 22nd day of August, 1975, between TEXACO INC., a Delaware corporation with an office in DeKalb County, Georgia, Grantor, and ROGER W. COX, JR., a resident of the State of Tennessee, Grantee,

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum of FORTY EIGHT THOUSAND AND NO/100 DOLLARS ($48,000.00) and other valuable considerations to it in hand paid by said Grantee, the receipt of which is hereby acknowledged, hereby sells and conveys unto the said Grantee, his heirs, executors, administrators and assigns forever, that certain property situated in the City of Nashville, County of Davidson, State of Tennessee, and more particularly described as follows:

(a) 1. Part of Lot No. 146 in the Boyd Home Tract, a plan of which is of record in Book 21, page 39, of the Register's Office of Davidson County, Tennessee, more particularly described as follows:

Beginning at the northwest corner of Broad Street and Nineteenth Avenue, South, in the City of Nashville, Tennessee: Running thence northerly, with the westerly margin of said Nineteenth Avenue, South, one hundred feet more or less, to the southerly margin of a six-foot private alley; thence westerly, with the southerly margin of said alley, fifty one feet; then southerly, and parallel with Nineteenth Avenue, South, one hundred and sixteen feet, more or less, to the northerly margin of Broad Street; thence easterly, with the northerly margin of Broad Street, fifty three feet to the beginning, and being the same property conveyed to I. B. Burton and W. M. Tatum by Catherine P. Melton individually and Catherine P. Melton, Executrix of the estate of Mary S. Melton, deceased, by deed dated the 10th day of

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

May, 1928, and recorded in Book 821, page 63, of the Register's office of Davidson County, Tennessee, to which reference is made.

2. A certain tract or parcel of land lying in Nashville, Davidson County, Tennessee, being a part of Lot No. 146, on the plan of the Boyd Home Tract, as of record in Book No. 21, page 39, of the Register's Office of Davidson County, Tennessee, more particularly described as follows:

Beginning on the northerly margin of Broad Street, 53 feet westerly from the westerly margin of Nineteenth Avenue South, formerly Douglas Avenue, being the southwest corner of the lot first hereinabove described; thence with the northerly margin of Broad Street, westerly 51.7 feet, more or less, to the lot formerly belonging to W. G. Simmons, the southeast corner; thence with the easterly line of said lot, northerly, 132 feet, more or less, to the southerly margin of a 6-foot private alley; thence with the southerly margin of said private alley, easterly to the northwest corner of the lot first hereinabove described, said corner being fifty one feet westerly from the westerly margin of Nineteenth Avenue South; thence southerly, with the westerly line of said lot, 116 feet, more or less, to the beginning. Being the same property conveyed to W. M. Tatom and I. B. Burton by deed of J. F. Lewis and wife, dated August 10th, 1928, of record in Book 766, page 43, of the Register's Office of Davidson County, Tennessee, to which reference is made.

Both of the above described tracts or parcels comprising the same property as was conveyed to The Texas Company (now known as Texaco Inc.) from I. B. Burton and W. M. Tatom dated July 10, 1929 and recorded in Book 782, Page 104, Register's Office, Davidson County, Tennessee.

(b) The following presently located upon said land:

2 (Two) 1,000 Gallon Underground Storage Tanks
2 (Two) 4,000 Gallon Underground Storage Tanks
Related Piping
1 (One) FW Lift

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

It is expressly understood that GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRESENT CONDITION OR STATE OF REPAIR OF THE UNDERGROUND STORAGE TANKS, AUTO LIFT, PIPING AND OTHER EQUIPMENT AND IMPROVEMENTS SITUATED ON THE ABOVE DESCRIBED LAND AND CONVEYED HEREBY NOR THEIR SUITABILITY FOR GRANTEE'S INTENDED USE OR ANY USE WHATSOEVER, and Grantee has caused said improvements to be inspected and accepts same, AS IS, in their present condition, whatever that condition may be, and with reference to the underground tanks, Grantor makes no representations or warranties, express or implied, that said underground tanks have been rendered free from any explosive or inflammable contents or as to the suitability of said underground tanks for use as storage for volatile petroleum products or other types of fluids. By acceptance of this conveyance, Grantee agrees to assume all risks involved in connection with said underground tanks, auto lift, piping and other equipment and improvements and Grantee further agrees to indemnify and hold Grantor harmless of and from any and all claims or causes of action arising or growing out of the present or future condition of said underground tanks, auto lift, piping and other equipment and improvements, or any use made thereof, whether for injury or death to person or damage or destruction of property.

As a part of the consideration for this conveyance, Grantee covenants and agrees that for a period of ten (10) years from the date of this deed, the premises conveyed herein shall not be used for the sale, advertising or storing (for resale or wholesale distribution) of any petroleum products or the

displaying of the trademark or symbol 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, his heirs, executors, administrators and assigns.

Taxes for the year 1975 shall be prorated to the date of this deed and Grantee assumes payment of same.

TO HAVE AND TO HOLD the aforesaid land, premises, and improvements, with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining to the Grantee, his heirs, executors, administrators and assigns forever; and the said Grantor, for itself, its successors and assigns, does covenant and agree to and with the Grantee, his heirs, executors, administrators and assigns, that it is lawfully seized in fee of the aforesaid land, premises and improvements; that the same are free of all encumbrances except as indicated above; that it has good right to sell and convey the same to the Grantee, as aforesaid; and that except as indicated above, it will warrant and defend the said land, premises and improvements and the title thereto against all lawful claims whatsoever.

EXECUTED the day and year first above written.

TEXACO INC.

By: _____
Vice President

Attest: _____ [SEAL]
Assistant Secretary

OCT 14 75	CONV	48,000.00			
OCT 14 75	S'TAX		A*	124.80	
OCT 14 75	PR'FEE		A*	.50	
OCT 14 75	W'DEED		A*	12.00	* 137.30

BOOK 4960 PAGE 883

STATE OF GEORGIA

COUNTY OF DEKALB

Before me, the undersigned, a Notary Public within and for said County and State, duly commissioned and qualified, personally appeared C. D. Hall and C. R. Hoffman, with whom I am personally acquainted, and who, upon their several oaths, acknowledge themselves to be, respectively, the Vice President and Assistant Secretary of TEXACO INC., the within named bargainor, a corporation, and that they, as such Vice President and Assistant Secretary, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 22nd day of August, 1975.

James Purdle
NOTARY PUBLIC

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

D 19698

FILED FOR REFERENCE
OCT 14 9 28 AM '75
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Texaco Inc	Third National Bank	92-16-125
(NAME) 6425 Stonelake Blvd	(NAME) Mortgage Loan Dept.	Field 10W-505
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Nashville, Tennessee 37244	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 48,000.00

Subscribed and sworn to before me, this the 8 day of Sept 19 75

Affiant

My commission expires: 2-11-76
(Affix Seal)

Notary Public

BOOK 4960 PAGE 884

RESOLUTION ADOPTED BY THE EXECUTIVE COMMITTEE OF TEXACO INC.
DECEMBER 27, 1973

RESOLVED, that, subject to the approval of the Chairman of the Board, the Vice Chairman of the Board, the President of the Company, all of the Executive Vice Presidents, Senior Vice Presidents and Vice Presidents of the Company are hereby severally authorized from time to time to approve the terms and conditions of the sale, exchange, donation, or other transfer of any real property or other fixed (capital) assets of the Company having a sale value not in excess of $50,000 and a non-depreciated gross cost not in excess of $250,000, and the Vice Chairman of the Board, the President, all of the Executive Vice Presidents, Senior Vice Presidents and Vice Presidents of the Company are hereby severally authorized to sign, and the Secretary and the Assistant Secretaries are hereby severally authorized to attest and affix the Company's seal to, such deeds, bills of sale, and other instruments, and to do such other acts, as may be necessary or proper to carry out the purpose of this resolution; and the delivery of any such deed, bill of sale, or other instrument so signed, attested and sealed shall be conclusive evidence that the transaction has the approval of the Chairman of the Board of the Company and has been executed within the authority of this resolution.

A true copy, I certify.

Ruth R Druce
Assistant Secretary

TEXACO INC.