WARRANTY DEED

To BE ASSIGNED JW

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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THIS INDENTURE, made this 20th day of April, 1977, between TEXACO INC., a Delaware corporation with an office in DeKalb County, Georgia, Grantor, and CECIL COOK and wife, JACQUELINE H. COOK, residents of the State of Tennessee, Grantees,

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum of SIXTY SEVEN THOUSAND DOLLARS ($67,000.00) and other valuable considerations to it in hand paid by said Grantees, the receipt of which is hereby acknowledged, hereby sells and conveys unto the said Grantees, their heirs, administrators, executors and assigns forever, that certain property situated in the City of Nashville, County of Davidson, State of Tennessee, and more particularly described as follows:

> BEING part of a lot marked "Residence" on the Map of Douglas Place, as of record in Book 332, page 130, Register's Office for said County, and described according to a copy of a survey made by Hickerson-Miller, Engineers, dated May 26, 1959, as follows: BEGINNING at an iron pin in the west margin of 8th Avenue South 156.8 feet north of the north margin of Douglas Avenue; thence South 67°45' West 163.5 feet to an iron pin in the east margin of a proposed alley, said point being 156 feet north of the north margin of Douglas Avenue; thence along the east margin of said proposed alley, North 23°30' West 272 feet to an iron pin; thence North 88°50' East 207 feet to an iron pin in the west margin of 8th Avenue South; thence with the margin of said Avenue, Southerly 131.6 feet around a slight curve to an iron pin; continuing with the margin of said Avenue, South 22°15' East 68.4 feet to the point of beginning. Being the same property conveyed to Texaco Inc. by W. H. Morrison, Jr.,

This Instrument Prepared By:
S. J. Yeoman, Attorney
Texaco Inc.
P. O. Box 4582
Atlanta, Georgia 30302

Buyer + Seller
Cecil Cook etux
3017. 8th Ave S.

Edwin F. Hunt, Harrison J. Shull, and Reber Boult by deed dated September 18, 1959 and recorded in the Register's Office, Davidson County, Tennessee, in Book 2960, Page 531; thence conveyed to Leased Stations, Inc. by Texaco Inc. by deed dated December 5, 1960 and recorded in the Register's Office, Davidson County, Tennessee, in Book 3182, Page 515; and thence conveyed to Texaco Inc. by Leased Stations, Inc. by deed dated July 26, 1973 and recorded in the Register's Office, Davidson County, Tennessee, in Book 4751, Page 122.

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.

Taxes for the year 1976 shall be prorated to the date of this deed.

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 Grantees, their heirs, administrators, executors and assigns forever; and the said Grantor, for itself, its successors and assigns, does covenant and agree to and with the Grantees, their heirs, administrators, executors 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 Grantees, 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.

As a part of the consideration for this conveyance, Grantees covenant and agree 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 or advertising of any petroleum products or the storage thereof for sale or wholesale distribution, 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 Grantees, their heirs, administrators, executors and assigns.

EXECUTED the day and year first above written.

TEXACO INC.

Attest: Ruth M. Irwin [SEAL] By: R E Wright

Assistant Secretary Vice President

MAY 11 F CONV 67,000.00
MAY 11 F S'TAX B* 174.20
MAY 11 F PR'FEE B* .50
MAY 11 F W/DEED B* 8.00 * 182.70

STATE OF TEXAS

COUNTY OF HARRIS

Before me, Francine B. Hughes, a Notary Public in and for the State and County aforesaid personally appeared R. E. Wright, 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 to so do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Houston, Texas this 20th day of April, 1977.

Francine B. Hughes (SEAL)

NOTARY PUBLIC

My Commission Expires:

6/1/77

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 67,000.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF May 1977.
Deputy Register

03170

IDENTIFICATION REFERENCE

MAY 11 11 23 AM '77

REGISTER

RESOLUTION ADOPTED BY THE EXECUTIVE COMMITTEE OF
TEXACO INC.
NOVEMBER 4, 1976

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RESOLVED, that the Company sell its property located at 2017 Eighth Avenue, South, Nashville, Tennessee; that subject to the approval of the Chairman of the Board, the Vice Chairman of the Board, or the President of the Company, the Vice President in charge of the Marketing Department-U.S. is authorized to sell that property to such purchaser, at such price and on such terms and conditions as he shall agree upon, and the Senior Vice Presidents and Vice Presidents of the Company are severally authorized to sign, and the Secretary and Assistant Secretaries to attest and affix the Company's seal, to such deeds and other instruments, and do such other acts as may be necessary or proper to carry out the purposes of this resolution; and the delivery of any such deed or instrument so signed, attested and sealed shall be conclusive evidence that the transaction has the approval of the Chairman of the Board, the Vice Chairman of the Board or the President of the Company and that the instrument has been executed under the authority of this resolution.

A true copy, I certify.

Assistant Secretary