Address New Owner:
Gasoline Marketers, Inc.
P. O. Box 298
Nashville, Tennessee 37202

Send Tax Notices to:
Gasoline Marketers, Inc.
P. O. Box 298
Nashville, Tennessee 37202

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m 135-1
P 99

DEED OF CONVEYANCE

THIS INDENTURE made and entered into this 31st day of May, 1977, by and between ASHLAND OIL, INC., a Kentucky corporation of Ashland Drive, Russell, Kentucky 41169, hereinafter called "ASHLAND", and GASOLINE MARKETERS, INC., a Delaware corporation, whose mailing address is P. O. Box 22298, 6301 Centennial Boulevard, Nashville, Tennessee 37202, hereinafter called "GRANTEE".

WITNESSETH:

That, for and in consideration of the sum of ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000.00) cash in hand paid, the receipt of all of which is hereby acknowledged, ASHLAND grants, bargains, sells and conveys to GRANTEE, its successors and assigns, FOREVER, and in fee simple, all that certain tract or parcel of land, with the improvements thereon and appurtenances thereto belonging, situate in the County of Davidson, and State of Tennessee, being more particularly bounded and described as follows:

Being Lot No. 1 on the Plan of Town Park Estates, Section II, of record in Book 4060, page 18, Register's Officer for said County, as follows:

BEGINNING at a monument located in the southerly margin of Murfreesboro Pike, said monument being the point of intersection of the easterly margin of Town Park Drive with the southerly margin of Murfreesboro Pike; thence along the southerly margin of Murfreesboro Pike, South 55° 03' East 67.65 feet, more or less to a monument; thence continuing with said margin of Murfreesboro Pike, South 54° 36' East 127.35 feet, more or less to a point; thence leaving the southerly margin of Murfreesboro Pike, South 34° 57' West 150 feet, more or less to a point; thence North 54° 47' 44" West 225 feet, more or less to a point in the easterly margin of Town Park Drive; thence

with said margin of Town Park Drive, North 34° 57' East 120 feet, more or less to a monument at the beginning of a curve having a 30-foot radius; thence northeasterly with said curve, 47.15 feet, more or less to the monument located in the southerly margin of Murfreesboro Pike, the point of beginning, containing approximately 0.733 acres.

Being the same property conveyed to ASHLAND by Deed dated November 30, 1973 from Payless Stations, Inc. and of record in the Register's Office for Davidson County, Tennessee in Deed Book _____ at Page _____.

TO HAVE AND TO HOLD the same premises, as herein described, with the appurtenances, unto the said GRANTEE, its successors and assigns, FOREVER.

This conveyance is made subject to all legal highways, zoning laws, ordinances and regulations and to all restrictions, easements, rights of way, exceptions, reservations and conditions contained in prior instruments of record in the chain of title to the properties conveyed hereby.

ASHLAND, insofar as it has the legal right to do so, does further release, remise and forever quitclaim unto GRANTEE, all of ASHLAND's right, title and interest, if any, in and to all roadways, streets, alleys, easements and rights of way adjacent to or abutting on the property above described.

ASHLAND covenants and warrants with said GRANTEE that ASHLAND, its successors and assigns, shall (except for the property quitclaimed by the immediately preceding paragraph) warrant and defend the property unto the GRANTEE, its successors and assigns, against the claims and demands of ASHLAND and the lawful claims of all persons claiming by, through, or under ASHLAND, but no other; provided, however, that no one claim or all claims and demands in the aggregate pursuant to this warranty shall in no event exceed the amount of consideration paid by GRANTEE as recited herein.

The parties do hereby agree that 1977 property taxes and all assessments on the property conveyed hereby shall be

prorated as of the date of this Deed, and GRANTEE assumes and agrees to pay such from and after the date hereof.

The terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF, ASHLAND has caused its name to be subscribed hereto by its duly authorized Administrative Vice President as of the Day and Year first above written.

Executed and Acknowledged
Before the Undersigned
Attesting Witnesses:

ASHLAND OIL, INC.

Administrative Vice President

ATTEST:

Assistant Secretary

STATE OF KENTUCKY)
) SS:
COUNTY OF GREENUP)

Before me, Marie Wood, a Notary Public of the State and County aforesaid, personally appeared Arloe W. Mayne, with whom I am personally acquainted and who, upon oath, acknowledged himself to be Administrative Vice President of ASHLAND OIL, INC., the within named bargainor, a corporation, and that he as such Administrative 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 Administrative Vice President.

Witness my hand and seal, this 31st day of May, 1977.

Marie Wood
Notary Public

My Commission expires September 19, 1978.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

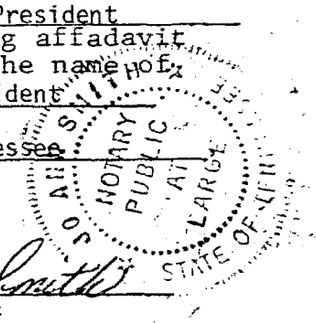
The actual consideration or value whichever is greater, for this transfer is $150,000.00.

GASOLINE MARKETERS, INC. - GRANTEE

By: Jack H. Wright
Exec. V.P.

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Jack H. Wright, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Executive Vice President of the Gasoline Marketers, Inc., the within named Affiant, a corporation, and that he as such Executive Vice President being authorized so to do, executed the foregoing affadavit for the purposes therein contained, by signing the name of the corporation by him self as Executive Vice President.

Witness my hand and seal, Nashville, Tennessee this 15th day of June, 19 77.



Jo Ann Smith
Notary Public

Commission expires March 21, 1979.

E09388

IDENTIF. REFERENCE

JUN 16 10 58 AM '77

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

JUN16 77	CONV	$ 90,000.00		
JUN16 77	CONV	60,000.00		
JUN16 77	S'TAX		B* 390.00	
JUN16 77	FR'FEE		B* .50	
JUN16 77	W'DEED		B* 8.00	* 398.50

This Instrument Prepared By:

Andrea S. Riddle

Andrea S. Riddle, Attorney
1409 Winchester Avenue
Ashland, Kentucky 41101