BOOK 5172 PAGE 914

INDENTURE May-93-16 Pav-276-225

THIS INDENTURE, made and entered into this 7th day of July, 1977, by and between CHEVRON U.S.A. INC., a California corporation (successor to CHEVRON OIL COMPANY, a California corporation, by name change effective January, 1, 1977), and E. RIVERS, doing business as RIVERS ADVERTISING COMPANY, whose mailing address is P.O. Box 719, Murfreesboro, Tennessee 37130, as Grantee,

W I T N E S S E T H:

That for the consideration hereinafter expressed, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee the real estate situated and being in Davidson County, Tennessee, more particularly described as follows, to wit:

All of Lot No. 28 of Block "A" on the Plan of the Hermitage Addition of record in Book 57, Page 43, Register's Office of Davidson County, Tennessee.

AND BEING the same property acquired by Grantor herein from Nicie Lee Thomas, a widow, formerly Nicie Lee Brooks, by deed dated January 3, 1966, and from Harold Levy, an unmarried man, by deed dated January 3, 1966, said deeds recorded in the Register's office of Davidson County, Tennessee, in Book 3974, Page 63, and in Book 3974, Page 67, respectively.

This instrument was prepared by:
J. L. BAILEY
Attorney-at-Law
1518 Starks Building
Louisville, Kentucky 40202

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging unto Grantee, his heirs and assigns, in fee simple forever, subject, however, to the lien of taxes for the year 1977.

AND the said Grantor does hereby covenant that it is lawfully seized in fee of the premises hereby conveyed; that it has good right to sell and convey the same; that the same is unencumbered except as to taxes for the year 1977, and except as to all easements and restrictions of record, zoning and building regulations applicable to said property and any state of facts that might be shown by an accurate survey, and any roads or ways over and across the said property; and that the title and quiet possession thereto, subject to the foregoing, it will warrant and defend against the lawful claims of all persons.

All taxes for the current year have been prorated as of date of delivery of this deed. Grantee has paid Grantor his pro rata share. Therefore, Grantor hereby assumes and agrees to pay all taxes for the current year before penalty attaches.

The consideration for this conveyance is Seven Thousand Five Hundred Dollars ($7,500.00) cash, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, Chevron U.S.A. Inc. has executed this instrument by its Assistant Secretary who was duly authorized so to do this 7th day of July, 1977.

15217

IDENTIF. REFERENCE

JUL 19 2 22 PM '77

FELIX DAVIDSON REGISTER SHELBY CO., TENN.

JUL 1977 CONV *7,500.00
JUL 1977 S'TAX
JUL 1977 PR'FEE
JUL 1977 W'DEED

CHEVRON U.S.A. INC.

B* 19.50
B* .50

By: _____
Assistant Secretary

CHEVRON U.S.A. INC. INCORPORATED IN CALIFORNIA FEBRUARY 25 1932

STATE OF KENTUCKY)
ss
COUNTY OF JEFFERSON)

I, Maxine Burnham, a Notary Public in and for the said State and County aforesaid, do hereby certify that J. L. Bailey personally known to me to be the same person whose name is subscribed to the foregoing instrument as Assistant Secretary of Chevron U.S.A. Inc., a California corporation, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 7th day of July 1977.

_____
My Commission Expires Nov. 14, 1980

NOTARY PUBLIC JEFFERSON CO. MAXINE BURNHAM

STATE OF KENTUCKY

COUNTY OF JEFFERSON

Chevron U.S.A. Inc., the Grantor herein, hereby swears or affirms that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $7,500.00, which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

CHEVRON U.S.A. INC.

By: _____ AFFIANT
J. L. Bailey
Assistant Secretary

Subscribed and Sworn to before me on this the 7th day of July, 1977.

_____
NOTARY PUBLIC
My Commission Expires Nov. 14, 1980

NOTARY PUBLIC MAXINE BURNHAM