14W - 08970

INDENTURE

BOOK 5252 PAGE 707

THIS INDENTURE, made this 6th day of February, 1978, by CHEVRON U.S.A. INC., a California corporation (successor effective January 1, 1977, by name change to Chevron Oil Company, a California corporation), hereinafter called Grantor, and J. RAY McKINNEY et ux. MATTIE B. McKINNEY, whose address is 333 Bakers Grove Road, Route 1, Hermitage, Tennessee 37076, hereinafter called Grantees.

WITNESSETH: That Grantor, for and in consideration of Fifty-Two Thousand Five Hundred Dollars ($52,500.00) to it in hand paid by Grantees, the receipt whereof is hereby acknowledged, hereby sells and conveys unto the said Grantees, their heirs and assigns forever, that certain tract of land situated and being in Davidson County, Tennessee, more particularly described as follows, to-wit:

Being Lots Nos. 12, 13 and 14 of Block "A" on the Map of the Hermitage Addition, as of record in Book 57, pages 42 and 43, Register's Office for said County. According to a survey made by Wm. Collier Parrish Associates Civil Engineers, made September 1, 1965, said Lots Nos. 12, 13 and 14 front together 150 feet on the southerly side of Hermitage Avenue, as widened, formerly Fillmore Street or Lebanon Turnpike, and runs back between parallel lines, with the westerly margin of Decatur Avenue 167 feet to an alley.

Being the same real property conveyed to Grantor by Deed dated January 3, 1966 from Sally Whitworth Neil and husband, Richard Neil, and M. C. Whitworth Jr., and wife, Robbie S. Whitworth, of record in Book 3974, page 59, in said Register's Office.

This instrument was prepared by:
J. L. BAILEY
Attorney-at-Law
1513 Starks Building
Louisville, Kentucky 40202

TO HAVE AND TO HOLD, the aforesaid land with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining to the said Grantees, their heirs and assigns forever.

And Grantor for itself, its successors and assigns does covenant and agree to and with said Grantees, their heirs and assigns, that Grantor is lawfully seized in fee of the aforesaid premises; that the same are free of all encumbrances except as to all taxes and assessments due and payable in the current year and thereafter and except as to all easements and restrictions of record and zoning and building regulations applicable to said property and any state of facts that might be shown by an accurate survey and any roads and ways over and across said land; that Grantor has good right to sell and convey the same to Grantees as aforesaid, and that the before granted land and premises Grantor will warrant and defend against all lawful claims whatsoever.

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

IN WITNESS WHEREOF, CHEVRON U.S.A. INC., a California corporation, has caused these presents to be executed by its Assistant Secretary, for and on its behalf, this the 6th day of February, 1978.

CHEVRON U.S.A. INC.

BY _____
Assistant Secretary

STATE OF KENTUCKY

COUNTY OF JEFFERSON

Before me, the undersigned, a Notary Public in and for the State of Kentucky at large, personally appeared J. L. BAILEY, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Assistant Secretary of CHEVRON U.S.A. INC., a California corporation, the within mentioned bargainor, and that he as such Assistant Secretary, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of the said corporation.

Witness my hand and notarial seal this the 6th day of February, 1978.

_____
Notary Public, State at Large, Ky.
My Commission expires June 17, 1981

STATE OF KENTUCKY

COUNTY OF JEFFERSON

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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 $52,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

CHEVRON U.S.A. INC.

BY _____
Assistant Secretary

Subscribed and Sworn to
before me on this the
6th day of February, 1978.

_____
Notary Public, State at Large, Ky.
My Commission expires June 17, 1981

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IDENTIF. REFERENCE

FEB 14 2 07 PM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $52,500.00.

_____
Affiant

Subscribed and sworn to before me, this the 8th day of February, 1978.

My Commission expires: 11-7-79

_____
Notary Public

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:
J. Ray McKinney and wife	OWNER
(Name)	(Name)
263 Hermitage Avenue	
(Street Address)	(Street Address)
Nashville, Tennessee	
(City) (State) (Zip Code)	(City) (State) (Zip Code)

This is improved property known as 263 Hermitage Avenue, Nashville, Tennessee.

FEB 14 78	CONV	52,500.00			
FEB 14 78	S'TAX		B*	136.50	
FEB 14 78	PR'FEE		B*	.50	
FEB 14 78	W'DEED		B*	6.00	* 143.00