This Instrument Prepared By: Nancy E. Kluter, 5959 West Loop South Suite 600, Bellaire, Tx. 77401

Owner
South Central Oil Co.
5959 West Loop South, Suite 600
Bellaire, TX. 77401

Taxes same

D E E D

Map 119-1
Parcel 248

BOOK 5643 PAGE 762

WHEREAS, on the 1st day of June, 1966, a certain Service Station Lease Agreement was made and entered into by and between MONOIL REALTY COMPANY, INC., a Delaware Corporation, (hereinafter referred to as "Monoil"), as the Landlord and MONSANTO COMPANY, as the Tenant, covering the following described property situated in the City of Nashville, County of Davidson, State of Tennessee, more particularly described as follows:

> Beginning at an iron pin in the westerly right-of-way of Foster Avenue, said iron pin described as being 25.50 feet from the center line of said Avenue, and further described as being 165.50 feet from the right-of-way of Glenrose Avenue; thence leaving the westerly right-of-way of Foster Avenue North 88° 16' West a distance of 150.00 feet to an iron pin in the easterly right-of-way of an alley; thence with the easterly right-of-way of the alley North 2° 30' East a distance of 100.00 feet to an iron pin; thence North 2° 25' East a distance of 48.7 feet to a point in the southerly right-of-way of Glenrose Avenue; thence leaving the alley and with the southerly right-of-way of Glenrose Avenue South 89° 21' East a distance of 130.00 feet to a point in the southerly right-of-way of Glenrose Avenue; thence in a southeasterly direction along a curve having a radius of 20 feet, 32.1 feet to a point on the westerly right-of-way of Foster Avenue; thence along the westerly right-of-way of Foster Avenue South 2° 31' West a distance of 131.5 feet to the point of beginning, being a lot situated in the County of Davidson, State of Tennessee.

WHEREAS, Monsanto Company transferred and assigned all of its right, title and interest in and to said Service Station Lease Agreement hereabove mentioned to Tosco-Lion, Inc., a Delaware Corporation, on September 29, 1972, and Tosco-Lion, Inc. assumed all of the obligations of Monsanto Company under said Service Station Lease Agreement arising on and after October 1, 1972; and

WHEREAS, Tosco-Lion, Inc. subsequently changed its corporate name to Lion Oil Company; and

WHEREAS, Lion Oil Company was merged with and into Tosco Corporation (hereinafter referred to as "Tosco") on February 3, 1978; and

WHEREAS, Tosco subsequently transferred and assigned all of its right, title and interest in and to said Service Station Lease Agreement to South Central Oil Company, a Delaware Corporation, on May 1, 1979.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Monoil, for and in consideration of the sum of One Hundred and no/100 Dollars ($100.00) and other good and valuable consideration to it paid by South Central Oil Company, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and sell unto South Central Oil Company, and unto its successors and assigns, the land and property particularly described above, together with all improvements therein and thereon and all rights and privileges appurtenant thereto.

TO HAVE AND TO HOLD unto the said South Central Oil Company, and unto its successors and assigns forever.

For the consideration aforesaid, Monoil does hereby covenant that except for encumbrances or exceptions to title created with the consent of South Central Oil Company, Tosco or Monsanto Company or by South Central Oil Company, Tosco or Monsanto Company, Monoil has not done anything whereby the premises hereby conveyed have been encumbered, and the title to the premises hereby conveyed shall be subject only to those encumbrances and to encumbrances or matters of exception to title which existed at the time of conveyance of said premises to Monoil by Monsanto Company, and to any encumbrances or matters of exception to title not arising by, through or under the acts of Monoil.

Monoil and South Central Oil Company acknowledge that the property hereinabove described is being conveyed to South Central Oil Company pursuant to the terms and provisions of said Service Station Lease Agreement acquired by South Central Oil Company, and the exercising by South Central Oil Company of its option to acquire said property, as therein provided, and from and after the date of the delivery of this conveyance by Monoil to South Central Oil Company, said Service Station Lease Agreement shall cease and terminate, except that the indemnification provisions of Paragraph 22 of said Service Station Lease Agreement shall survive the delivery of this conveyance with respect to claims, if any, by third parties arising out of events occurring prior to such date of delivery.

IN WITNESS WHEREOF, this instrument is executed on this 29th day of July, 1980.

ATTEST:

Joseph W. Schaefenberger
Assistant Secretary

MONOIL REALTY COMPANY, INC.

Andrew B. White
Andrew B. White
Vice President

ACKNOWLEDGMENT

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STATE OF NEW YORK)

COUNTY OF NEW YORK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Andrew B. White, known to me to be a Vice President of Monoil Realty Company, Inc., a corporation, and Joseph W. Scharfenberger, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of July, 1980.

Mary R. Neuweiler
Notary Public

MARY R. NEUWEILER
Notary Public, State of New York
No. 41-4500949 Qualified in Queens Co.
Cert. Filed in New York County
Commission Expires March 30, 1981

My commission expires:
March 30, 1981

STATE OF

COUNTY OF

IDENTIF. REFERENCE
AUG 20 2 07 PM
FELIX Z. WILSON COUNTY CLERK
DAWSON COUNTY, TEXAS

504888

The actual consideration, or value, whichever is greater for this transfer is $26,091.22.

Gerald T. Mezera
AFFIANT

Subscribed and sworn to before me this 22nd day of August, 1980.

Nancy E. Kluter
NOTARY PUBLIC

My Commission Expires: 7-23-81

NANCY E. KLUTER
Notary Public in Harris County, Texas
My Commission Expires July 23, 1981
Bonded by Alexander Lovett, Lawyers Surety Corp.

NOTARY PUBLIC · HARRIS, TEXAS

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5643 PAGE 765

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			26091.22- CO	
			67.86 CO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 77.36-	
8716A08/28/80			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

30488

IDENTIF. REFERENCE

AUG 28 2 07 PM '80

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 776693