Address of New Owner:
McDonald's Corporation
6415 Castleway Drive
P. O. Box 50414
Indianapolis, Indiana 46250

Mail Tax Bills to:
Same

Map & Parcel No.
71-2-148

INDENTURE

BOOK 5797 PAGE 957

THIS INDENTURE, made and entered into this 21st day of September, 1981, 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), as Grantor, and McDONALD'S CORPORATION, whose mailing address is McDonald's Plaza, Oak Brook, Illinois 60521, 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 in the County of Davidson, State of Tennessee, more particularly described as follows:

PARCEL I. Land in the 12th Civil District of Davidson County, Tennessee, being Lot No. 1 of the resubdivision of Lot No. 5 on the Second Plan of Brooklyn, of record in Book 19, Page 505, Register's Office of said County, and being described according to a survey by Parrish-Ragan, Inc., dated December 29, 1972, of record in Book 4595, page 128, Register's Office of said County, as follows:
Beginning at a concrete monument on the easterly margin of Brick Church Pike and the right-of-way of the southbound off-ramp of I-65; thence with the right-of-way of Brick Church Pike (as widened) North 10°26'47" West, a distance of 181.14 feet to a point; thence South 82°58'30" East, a distance of 138.0 feet to a point; thence South 58°54'54" East, a distance of 102.94 feet to a point on the right-of-way of I-65; thence with the right-of-way of I-65 South 35°59'30" West, a distance of 142.50 feet to a highway marker; thence North 86° 12'30" West, a distance of 108.77 feet to the point of beginning, and containing 28,353 square feet or 0.652 acres, more or less.

PARCEL II. A perpetual access easement between Parcel I and Parcel III for the purpose of ingress and egress between Parcel I and Parcel III in order to construct, install and maintain a sign of the character described in the description of Parcel III, upon Parcel III, the access easement being more particularly described as follows:
Beginning at a point in the westerly margin of I-65, said point being the Northeasterly corner of Parcel I and the common corner between Parcel I and other property of W. W. Berry, Trustee; thence North 58°54'54" West, a distance of 15.05 feet to a point; thence North 35°59'30" East, a distance of 64.89 feet to a point, thence North 36°32'40" East, a distance of 121.54 feet to a point; thence North 5°57'40" East, a distance of 2.28 feet to

This instrument was prepared by:
J. L. BAILEY
Attorney-at-Law
1013 Starks Building
Louisville, Kentucky 40202

a point, said point being on common line between this easement and a sign easement; thence, South 84°02'20" East, a distance of 18.77 feet to a point; thence, South 36°32'40" West, a distance of 132.91 feet to a point; thence, South 35°59'30" West, a distance of 63.6 feet to the point of beginning and containing 2906 square feet.

PARCEL III. A perpetual easement for the erection and maintenance of a high rise two-pole sign of a description and character of Chevron Oil Company's existing high rise two-pole sign presently installed at its service station at 46th Avenue North and Delaware Avenue at Nashville, Tennessee, so long as such sign is properly maintained so as not to constitute a dangerous facility with respect to adjoining property, the description of this easement being as follows:
Beginning at a point on the westerly margin of I-65 at the Northeast corner of the access easement described in Parcel II above; thence with the Northerly line of said access easement North 84°02'20" West a distance of 18.77 feet to a point; thence, North 5°57'40" East, a distance of 8.0 feet to a point; thence, South 84°02'20" East, a distance of 23.5 feet to a point on westerly margin of I-65; thence, with said margin South 36°32'40" West, a distance of 9.29 feet to the point of beginning and containing 169 square feet.

Being the same property conveyed to Chevron Oil Company (now Chevron U.S.A. Inc.) by W. W. Berry, Trustee by deed dated March 30, 1973, and recorded in Book 4693, Page 630, in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate together with all appurtenances and hereditaments thereunto belonging unto Grantee, its successors and assigns, in fee simple forever, subject, however, to the lien of all taxes and assessments due and payable in 1981.

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 1981; 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 the date of delivery of this deed. Grantee has paid Grantor its pro rata share. Therefore, Grantor hereby assumes and agrees to pay all 1981 taxes before penalty attaches.

The consideration for this conveyance is One Hundred Seventy Five

Thousand Dollars ($175,000.00) 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 21st day of September, 1981.

CHEVRON U.S.A. INC.

By _____
Assistant Secretary

STATE OF KENTUCKY

COUNTY OF JEFFERSON

Before me, Nell A. Oldiges, a notary public in and for said State and County, personally appeared J. L. BAILEY, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be an Assistant Secretary of Chevron U.S.A. I c., the within named bargainor, a corporation, and that he, as such Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Assistant Secretary.

Witness my hand and official seal at office in Louisville, Kentucky this the 21st day of September, 1981.

_____
Notary Public, State at Large, Kentucky
My Commission expires August 22, 1984.

STATE OF KENTUCKY

COUNTY OF JEFFERSON

RUSH

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 $175,000.00, which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

61108

FILED FOR RECORD
SEP 23 3 PM '81
DAVIES COUNTY, KY.

CHEVRON U.S.A. INC.

By _____ AFFIANT
J.L. Bailey
Assistant Secretary

Subscribed and Sworn to before me this the 21st day of September, 1981.

_____
Notary Public, State at Large, Kentucky
My Commission expires August 22, 1984.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5797 PAGE 980

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
			175000.00- CO	
			45%.00 CO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 464.50-	
			9512409/23/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G61108

IDENTIFICATION REFERENCE

SEP 23 3 50 PM '81

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 844952