THIS INSTRUMENT PREPARED BY:
Andrew W. Hero, Counsel
Exxon Company, U.S.A.
(a division of Exxon Corporation)
233 Benmar
P. O. Box 2567
Houston, Texas 77001

ADDRESS NEW OWNER & SEND TAX BILLS:

[redacted]
Spann Insurance, Inc.
P. O. Box 1752
Nashville, TN 37217

Map, Par:
118-11, Parcel 140
BH2280

SPECIAL WARRANTY DEED

BOOK 6087 PAGE 420

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF DAVIDSON §

EXXON CORPORATION, a New Jersey corporation (successor by merger to Humble Oil & Refining Company), having an office at 800 Bell Street, Houston, Texas 77002, hereinafter called "Grantor," for and in consideration of the sum of Seventeen Thousand Eight Hundred Forty and No/100 Dollars ($17,840.00) cash in hand, paid by SPANN INSURANCE, INC., a Tennessee corporation, P. O. Box 17527, Nashville, Tennessee 37217, hereinafter called "Grantee," the receipt of which is hereby acknowledged, and the sum of Fifty-three Thousand Five Hundred Twenty and No/100 Dollars ($53,520.00) to be paid by Grantee in accordance with one certain Promissory Note for that amount of even date with the effective date hereof, payable to the order of Grantor as therein specified on or before five (5) years from the effective date hereof, bearing interest at the rate of Ten and one-half Percent (10 1/2%) per annum, and being secured by a Deed of Trust of even date with the effective date hereof, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land situated in the County of Davidson, State of Tennessee, being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record and all laws, regulations and restrictions, including building and zoning ordinances, of municipal or other governmental authorities applicable to and enforceable against the above-described premises.

Provided, however, that the above-described land, or any part thereof, either by itself or in conjunction with other property, shall not be used for the sale or storage of gasoline, diesel, other motor fuels, lubricants or other petroleum products

3732 07/01/99 14: CHECK

for a period of fifteen (15) years from the effective date hereof which shall constitute a covenant running with the land for the benefit of Grantor, its successors and assigns, and is binding upon Grantee, Grantee's successors and assigns during the term thereof.

This conveyance is also made and accepted subject to the additional reservation, restriction and condition that no building, or any part or portion thereof, or other structure of a permanent nature shall at any time be erected, placed or permitted within seventy-five (75) feet from the right-of-way of Thompson Lane, which setback restriction shall constitute a covenant running with the land for the benefit of Grantor, its successors and assigns.

Ad valorem taxes and special assessments, if any, against the property herein conveyed for the current year shall be prorated between Grantor and Grantee as of the effective date hereof, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the above-described land, together with the appurtenances, estate, title and interest thereto, unto the said Grantee, Grantee's successors and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed this 22nd day of June, 1983, but EFFECTIVE as of the 29th day of June, 1983.

ATTEST:

B. P. Pierce
Assistant Secretary

EXXON CORPORATION

By John B. Turner, Jr.
Vice President

FORM APPROVED

H57721

IDENTIF. REFERENCE

JUL 13 3 16 PM '83

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BOOK 6087 PAGE 422

Before me, Mary M. Davenport, a Notary Public of the State and County aforesaid, personally appeared JOHN B. TURNER, JR., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a Vice President of EXXON CORPORATION, the within named bargainor, a corporation, and that he as such 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 Vice President.

Witness my hand and seal of office in Harris County, Texas this 22nd day of June, 1983.



Mary M. Davenport
Notary Public, State of Texas

My commission expires: _____

MARY M. DAVENPORT
Notary Public in and for State of Texas
My Commission Expires 10-25-86

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM EXXON CORPORATION, A NEW JERSEY CORPORATION, TO SPANN INSURANCE, INC., A TENNESSEE CORPORATION, P. O. BOX 17527, NASHVILLE, TENNESSEE 37217

Land in Davidson County, Tennessee, being Lot No. 20, Block "J" on the Plan of Berry Hill Gardens, as of record in Book 1130, page 36, Register's Office of said county, being more particularly described as follows:

Beginning at a point in the southeast corner of the herein described plat, said point being in the northerly right-of-way line of Thompson Lane and 442.6 feet westerly from the centerline of East Iris Drive;

Thence North 85°31' West along said northerly right-of-way line for a distance of 79.4 feet to a point;

Thence North 4°33' East for a distance of 134.25 feet to a point;

Thence South 85° 08' East for a distance of 79.40 feet to a point;

Thence South 4°33' West for a distance of 133.70 feet to a point on the northerly right-of-way line of Thompson Lane said point being POINT OF BEGINNING.

Property plat herein described containing 10,640 sq. ft., or .24 acres.

Being a portion of the land described in that certain Warranty Deed dated March 17, 1970 from WILLIAM D. CASTLEMAN, TRUSTEE, and ROY SHAINBERG, FRED WEBBER and GEORGE VOLKERT, beneficiaries of said Trust, Grantors, to HUMBLE OIL & REFINING COMPANY, a Delaware corporation, Grantee, as of record in Book 4404 Page 555 of the Deed records of Davidson County, Tennessee.

Humble Oil & Refining Company, a Delaware corporation, merged into Exxon Corporation, a New Jersey corporation, January 1, 1973.

SP 1376
NASHVILLE, TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $71,360.00

Affiant

Subscribed and sworn to before me, this 29th day of June, 1983.

Notary Public

My Commission expires: 10-1-85

DONALD C. CLOVER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6087 PAGE 424

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

71360.00- CO
185.64 CO TX
.50 PRFEE
12.00 WDEED
CHECK 198.14-
8732A07/01/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 5 7 7 2 1

IDENTIF. REFERENCE

JUL 1 3 16 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 960553