ddress of New owner:
Lynda Lindsey, Trustee
2911 Franklin Road
Nashville, Tennessee

Send tax bills:
Same as new owner

Map & Parcel
40-#28
10D-8180

THIS INSTRUMENT PREPARED BY:
John A. F. Feldmann, Counsel
Exxon Company, U.S.A.
(a division of Exxon Corporation)
P. O. Box 2567
Houston, Texas 77252-2567

Map 40
Par 28 Ja

SPECIAL WARRANTY DEED

BOOK 6597 PAGE 682

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 Thirty Thousand and No/100 Dollars ($30,000.00) cash in hand, paid by LYNDA LINDSEY, TRUSTEE, 2911 Franklin Road, Nashville, Tennessee 37204, hereinafter called "Grantee," the receipt of which is hereby acknowledged, and the sum of Ninety Thousand and No/100 Dollars ($90,000.00) 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 Twelve and One-half percent (12-1/2%) 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 (the "Property") situated in the County of Davidson, State of Tennessee, being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes.

Grantor, on behalf of itself and its successors and assigns, excepts and reserves herefrom a non-exclusive easement across the Property described in Exhibit "A" in order to gain access to property owned by Grantor and more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for the purpose of installing, operating and maintaining a high-rise sign thereon. Said easement shall be unrestricted in location; provided, however, in the exercise thereof Grantor shall not unreasonably interfere with Grantee's use of the Property nor cause any damage thereto.

4987 07/23/93 13:50- CHECK

FILE YOUR [illegible] INSURANCE

Grantor, on behalf of itself and its successors and assigns, further excepts and reserves herefrom a non-exclusive easement for purposes of ingress and egress across a portion of the Property described in Exhibit "A," said easement being more particularly described by metes and bounds in Exhibit "C" attached hereto and made a part hereof.

This conveyance is made by Grantor and accepted by Grantee subject to all valid and subsisting 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 Property.

This conveyance is also made and accepted subject to the additional reservation 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 forty (40) feet from that portion of the southerly Property line commencing at the intersection of the southeasterly property line of the ingress and egress easement described in Exhibit "C" hereto and the west margin of Frontage Road "D" as described therein and extending to the most easterly boundary line of the Property. This setback restriction shall constitute a covenant running with the land for the benefit of Grantor, its successors and assigns.

Provided, however, that the above-described Property, 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 for a period of Twenty (20) years from the effective date hereof which shall constitute a covenant running with the Property for the benefit of Grantor, its successors and assigns, and is binding upon Grantee, Grantee's successors and assigns during the term thereof.

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 Property, 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 the Property 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 14th day of June, 1985, but EFFECTIVE as of the 1st day of July, 1985.

BOOK 6597 PAGE 684

ATTEST:

B. P. Pierce
Assistant Secretary

EXXON CORPORATION

By John B. Turner, Jr.
Vice President

A-16

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, 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 14th day of June, 1985.

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

A-101

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

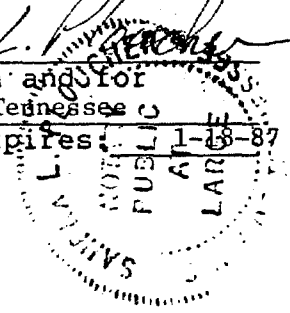
The actual consideration for this transfer or value of property (whichever is greater) is $120,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

LYNDA LINDSEY, TRUSTEE

Sworn to and subscribed before me this 1st day of July, 1985.

Notary Public in and for
Davidson County, Tennessee

My commission expires: 1-18-87



BOOK 6597 PAGE 685

SP 2192
Nashville, TN

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM EXXON CORPORATION TO LYNDA LINDSEY, TRUSTEE

BOOK 6597 PAGE 686

Land in the 10th Civil District of Davidson County, Tennessee, being part of Reserved Parcel "A" on the Plan of Evans & Drumwright Subdivision, as of record in Book 4675, page 71, Register's Office for said County, described as follows:

Starting at a point in the north margin of Old Hickory Boulevard and the west margin of Frontage Road "D", as shown on State Hwy. Project I-24-9 (4) 40, Sheet No. 14; thence run along Old Hickory Blvd. S 89°35' W, 244.0' to a point; thence run N 8°12' E for a distance of 200.0 feet to the Point of Beginning.

Beginning at this point, run N 8°12' E for a distance of 938.40 feet to a point on the west margin of Interstate Route 24, thence along said margin S 37°15' E for a distance of 443.70 feet; thence S 52°45' W for a distance of 30 feet; thence S 37°15' E for a distance of 50 feet; thence N 52°45' E for a distance of 30 feet to a point on said west margin; thence S 8°15' W for a distance of 463.30 feet; thence S 82°26' E for a distance of 90.74 feet; thence S 7°59' W for a distance of 201.79 feet to the north margin of Frontage Road "D" thence S 89°35' W along the west margin of Frontage Road "D" for a distance of 131.00 feet to a point on said west margin; thence along a curve to the left with a radius of 86.0 feet, 108.68 feet to a point; thence N 8°12' E 200.00 feet to the Northeast corner of Exxon's Retail Store property; thence S 89°35' W 244.0 feet to the Point of Beginning.

Said property was conveyed to Exxon Corporation by deeds from Grace Evans, of record in Book 4781, page 870, and from Repperd O. Drumright and wife, Hattie Rebecca Drumright, of record in Book 4781, page 873, Register's Office for Davidson County, Tennessee.

SP 2192
Nashville, TN

EXHIBIT "B" TO SPECIAL WARRANTY DEED FROM EXXON CORPORATION TO LYNDA LINDSEY, TRUSTEE

A non-exclusive easement is reserved by Grantor in order to gain access to a portion of the land in the 10th Civil District of Davidson County, Tennessee, being part of Reserved Parcel "A" on the Plan of Evans & Drumwright Subdivision, as of record in Book 4675, page 71, Register's Office for said County, described as follows:

Beginning at the intersection of the west R/W of I-24 and the boundary between the Property described in Exhibit "A" and property now or formerly of M. L. Hazelwood; run S 52° 45' W for a distance of 30 feet to a point; thence run N 37° 15' W for a distance of 50 feet to a point; thence run N 52° 45' E for a distance of 30 feet to a point; thence run along said west R/W S 37° 15' E for a distance of 50 feet to the Point of Beginning.

Contains 1500 square feet or 0.034 acres.

SP 2192
Nashville, TN

EXHIBIT "C" TO SPECIAL WARRANTY DEED FROM EXXON CORPORATION TO LYNDA LINDSEY, TRUSTEE

An easement for purposes of ingress and egress across a portion of the land in the 10th Civil District of Davidson County, Tennessee, being part of Lot No. 1., and a part of Reserved Parcel "A" on the Plan of Evans & Drumwright Subdivision, as of record in Book 4675, page 71, Register's Office for said County, described as follows:

Beginning at a point in the north margin of Old Hickory Blvd. and the west margin of Frontage Road "D", as shown on State Highway Project I-24-9 (4) 40, sheet No. 14; thence run N 8° 12' E for a distance of 200.0 feet to a point; thence run in a southeasterly direction 165 feet more or less to a point on the margin of Frontage Road "D" which is 131.00 feet west of the southeast corner of the Property described in Exhibit "A". From this point on said north margin, run along a curve to the left with a radius of 86.00 feet for a distance of 108.68 feet to the Point of Beginning.

J 1:7 9 9 6.

T
IDENTIF. REFERENCE

JUL 3 8 55 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6597 PAGE 689

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

120000.00- CAMT.
312.00 CSTAX
.50 PRFEE
21.00 WDEED
CHECK 333.50-
4287A07/03/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

JUL 3 1996

IDENTIF. REFERENCE

JUL 3 9 35 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 150570