100884

6DU7/215
MAP 161-2=;

BEING THE SAME PROPERTY
CONVEYED UNTO GRANTOR BY
DEED PREVIOUSLY RECORDED
AT BOOK 5200, PAGE 239.

41 - Tennessee - GWD - RET
County Davidson
CITGO No. 41-037-009
TSC Loc. No. 30404

GENERAL WARRANTY DEED

BOOK 6688 PAGE 898

KNOW ALL MEN BY THESE PRESENTS, that CITGO Petroleum Corporation, a Delaware corporation, P. O. Box 3758, Tulsa, Oklahoma 74102 (herein called "Grantor"), for and in consideration of the sum of One Dollar to Grantor in hand paid by The Southland Corporation, a Texas corporation, P. O. Box 719, Dallas, Texas 75221 (herein called "Grantee"), the receipt whereof Grantor does hereby acknowledge, and as a dividend from Grantor to its parent company and sole shareholder, Grantee, has granted, bargained, sold, assigned and conveyed, and by these presents does hereby grant, bargain, sell, assign and convey unto the said Grantee, its successors and assigns, the following:

(1) That certain tract or parcel of land located in the county of Davidson and state of Tennessee, described in Exhibit A hereto, and the address of which is Nolensville & Hickory, Nashville,

(2) All buildings, structures, fixtures and improvements attached thereto,

(numbered items (1) and (2) are herein called the "Property")

(3) To the extent assignable, all right, title and interest, if any, of Grantor in and to (a) all easements, rights-of-way, rights and benefits appurtenant to the Property and, if an Exhibit B is attached to this Deed, including (without limitation) the interests described in such Exhibit (such interests described in such Exhibit being herein called the "Appurtenant Interests"), (b) all permits, licenses, contracts, agreements, leases, authorizations, servitudes and other arrangements and interests therein relating to the Property, (c) all streets, easements, rights-of-way, strips, gores and land adjacent or contiguous to the Property, and (d) all tangible personal property, including (without limitation) trade fixtures, signs, and all equipment, machinery and appurtenances attached to or located on the Property at the date hereof.

(numbered item (3) is herein called the "Additional Interests")

The Property and the Additional Interests, if any, are conveyed subject to (a) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years, (b) all ordinances or statutes relating to the Property or the Additional Interests (if any), (c) any condition that an accurate survey or an inspection of the premises might show, (d) any easements, rights-of-way, covenants, restrictions, conditions, mineral interests, reservations, and encumbrances, if any, of record in the above county and state or, in the case of security interests to be perfected by filing in the Uniform Commercial Code records of the above state, in the place of filing mandated by the Uniform Commercial Code of such state, and (e) rights of parties in possession, all to the extent the same are valid, enforceable and effect the Property or the Additional Interests (if any).

Grantee, for itself, its successors and assigns, accepts and assumes all terms, conditions, liabilities, obligations and duties of

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OWNER! Return recorded original to:
The Southland Corporation
Attn: Real Estate Services
P. O. Box 719
Dallas, Texas 75221

SEND TAX BILLS TO
SAME

Grantor relating to the Additional Interests, if any, to the extent the same are assignable to the extent such liabilities, obligations and duties of Grantor relate to or arise out of events occurring or actions taken or not taken after the date hereof.

With respect to any personal property or interests in personal property conveyed hereby, Grantor EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

TO HAVE AND TO HOLD the Property and the Additional Interests, if any, to Grantee, its successors and assigns, forever.

Subject only to the matters expressly set forth above, Grantor hereby binds itself and its successors to warrant and defend all and singular the Property to Grantee, its successors and assigns forever, from and against every person whomsoever lawfully claiming or to claim the same or any part thereof and with full subrogation and substitution in and to all the rights and actions of warranty which Grantor has or may have against all preceding owners and vendors.

Reference is made to the exhibit(s) which is (are) attached hereto and made a part hereof for all purposes.

In witness whereof, the duly authorized officers of Grantor and Grantee have executed, sealed and delivered this instrument on this 31st day of October, 1984.

WITNESS:

Julie A. Schornack
Name: Julie A. Schornack

Sheila K. Morgan
Name: SHEILA K. MORGAN

ATTEST:

Michael D. Petty
Michael D. Petty
Assistant Secretary

CITGO PETROLEUM CORPORATION

By F.J. Gangi
Vice President

GRANTOR

WITNESS:

Julie A. Schornack
Name: Julie A. Schornack

Elizabeth Bright
Name: ELIZABETH BRIGHT

ATTEST:

Bryan F Smith Jr
BRYAN E SMITH JR
Assistant Secretary

THE SOUTHLAND CORPORATION

By John H. Rodgers
JOHN H. RODGERS
Vice President

GRANTEE

Prepared By:
Bryan F. Smith, Jr.
P. O. Box 719
Dallas, Texas 75221

(Tennessee)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this the 24th day of October, 1984, before me, a notary public within and for Dallas County, Texas appeared F. J. Gangi and Michael D. Petty, to me personally known, who, being by me duly sworn, did say that they are, respectively, the Vice President and Assistant Secretary of CITGO PETROLEUM CORPORATION, a corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by them in behalf of said corporation, in their respective capacities, by authority of its Board of Directors, and the said F. J. Gangi and Michael D. Petty acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the day and year first above set forth.

Jana W. McCann
Notary Public in and for
Dallas County, Texas

Jana W. McCann
(Typed or Printed Name)

My term of office expires on:
10-14-88

(Tennessee)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this the 31st day of October, 1984, before me, a notary public within and for Dallas County, Texas appeared John H. Bodgers and Bryan F. Smith, Jr., to me personally known, who, being by me duly sworn, did say that they are, respectively, the Vice President and Assistant Secretary of THE SOUTHLAND CORPORATION, a corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by them in behalf of said corporation, in their respective capacities, by authority of its Board of Directors, and the said John H. Bodgers and Bryan F. Smith, Jr. acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the day and year first above set forth.

Jana W. McCann
Notary Public in and for
Dallas County, Texas

Jana W. McCann
(Typed or Printed Name)

My term of office expires on:
10-14-88

#41-037-009
20404

EXHIBIT "A"

BOOK 6688 PAGE 901

LAND in Davidson County, Tennessee, being Lot No. 1 on the Plan of Hickoryview Commercial Park, Section 2, of record in Book 5200, page 239, Register's Office for Davidson County, Tennessee. Reference is made to said plat for a more complete description.

GTG/RCL

4 6 4 6 7

IDENTIFICATION REFERENCE

OCT 22 3 35 PM '85

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

30404

AFFIDAVIT OF
CONSIDERATION AND VALUE

BOOK 6688 PAGE 902

I hereby swear and affirm that the actual consideraton for this transfer, or value of the property or interest in property transferred, whichever is greater, is $85,111.00, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair voluntary sale.

Bryan F. Smith, Jr.
Assistant Secretary

Subscribed and sworn to before me this 4th day of December, 1984.

Marie E. Berlin
Notary Public

MARIE E. BERLIN, Notary Public
in and for the State of Texas
My Commission Expires August 22, 1986
9

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6688 PAGE 903

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			85111.00- CAPIT.	
			221.26 CSTAX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 236.76-	
			8960A10/22/85 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

46467

IDENTIFICATION REFERENCE

Oct 22 3 35 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 184379

6688 903