File in Box 37 SLW

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

SEND TAX BILLS TO:
WAYNE H. JUSTICE
6029 PORT ANADARKO
Hermitage, TN, 37076
Map 102-8
Par 59.1a

BOOK 6948 PAGE 905

SPECIAL WARRANTY DEED

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

EXXON CORPORATION, a New Jersey corporation having an office at 800 Bell Street, Houston, Texas 77002, hereinafter called "Grantor," for and in consideration of the sum of Two Hundred Seventy Thousand and No/100 Dollars ($270,000.00) cash to it in hand paid by WAYNE H. JUSTICE, 6029 Port Anadarko, Hermitage, Tennessee 37076, hereinafter called "Grantee," the receipt of which is hereby acknowledged, 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") lying and being 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 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.

Grantee acknowledges that the Property described herein has been used as a service station for the storage, sale, transfer, and distribution of motor vehicle fuel, petroleum products or derivatives containing hydrocarbons, and that such fuel, products or derivatives may have been spilled, leaked, or otherwise discharged onto or into the Property.

IDENTIFICATION REFERENCE
AUG 13 3 39 PM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Grantor expressly reserves, for a reasonable period of time which shall be deemed to be not less than 90 days from the date hereof, (1) the full and unencumbered right to enter upon the Property for the purpose of removing all signs, goods, equipment and fixtures, including underground tanks and lines, not sold to Grantee, and (2) the right to enter upon the Property to conduct such tests for possible surface or subsurface contamination as Grantor, in its sole judgment and discretion, determines to be necessary, including the right to place, maintain and monitor observation wells (the number and locations to be determined in Grantor's sole judgment and discretion). If contamination is found and if Grantor elects to remove any of said contamination, Grantor shall have the right, but not the duty, to take such action to accomplish such removal in the order and over the period Grantor, in its sole discretion, deems appropriate.

As further consideration for this conveyance, Grantee does hereby remise, release and forever discharge Grantor, its representatives, successors and assigns, from any and all claims, demands and causes of action, at law or in equity, for injury (including death), destruction, loss or damage of any kind or character, to the person or property of Grantee and Grantee's employees, agents, servants and representatives, arising out of, or in relation to, any actual or alleged spills, leak, or other discharges onto or into the Property which may have resulted in surface or subsurface contamination.

As further consideration for this conveyance, Grantee agrees to be responsible for and indemnify and hold Grantor harmless from any and all claims, demands and causes of action, at law or in equity, brought by any and all third parties, including (without limitation) Grantee's employees, agents, servants, invitees and representatives, and also including (without limitation) any private citizens, persons, organizations and any agency, branch or representative of federal, state or local government, on account of any injury (including death), destruction, loss or damage of any kind or character to persons, property or natural resources, arising out of, or in relation to, any actual or alleged spills, leaks or other discharges onto or into the Property which occur at any time after the effective date of this conveyance.

The conditions, reservations and other provisions set out hereinabove shall be covenants running with the land and shall be binding upon and shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, 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 Property, together with the appurtenances, estate, title and interest thereto, unto the said Grantee, Grantee's legal representatives, heirs 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 legal representatives, heirs 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 16th day of July, 1986, but EFFECTIVE as of the 12 day of August, 1986.

ATTEST:

EXXON CORPORATION

B. P. Pierce
Assistant Secretary

By: John B. Turner, Jr.
Vice President

FORM APPROVED

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 16th day of July, 1986.

Margarite L. Edstrom
Notary Public, State of Texas

My commission expires:

A-101

MARGARITE L. EDSTROM
Notary Public in and for State of Texas
My Commission Expires August 31, 1988

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration for this transaction or value of property (whichever is greater) is $270,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Wayne H. Justice

Sworn to and subscribed before me this 12 day of August, 1986.

Notary Public in and for Davidson

My commission expires: 10/19/86

SP D-6923
Nashville, TN

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO WAYNE H. JUSTICE

BOOK 6948 PAGE 901

All that certain tract or parcel of land lying, situate and being in Eighth Civil District, Davidson County, Tennessee, and being more particularly described as follows:

Land in the Eighth Civil District of Davidson County, Tennessee, being principally a part of and most of Parcel B on the Plan of Horton Heights, Section II, of record in Plan Book 1835, page 128, Register's Office for said County, and including a part of Parcel D on the Plan of Horton Heights, Section VII, of record in Plan Book 2133, page 25, said Register's Office, said Parcel D lying to the southeast and east of, and contiguous to, Parcel B.

Said parts of Parcels B and D are shown together only as Parcel "B" on the "Plan of Revised Prop. Line Survey" by Barge-Waggoner, Inc., Engineers, prepared in September, 1955, revising a survey made by them (Plan 984) June 7, 1955.

Said parts of Parcels B and D are described as follows:

Beginning at a concrete monument in the southeasterly margin of Charlotte Pike, said concrete monument being at the westerly end of a curve or return at the southerly corner of the intersection of Charlotte Pike and Hillwood Boulevard, and running thence 62.8 feet in a northerly and northeasterly direction around said curve, which has a radius of 40 feet, to a concrete monument at the easterly end of said return in the southwesterly margin of Hillwood Boulevard; thence 9.5 feet southeastwardly, along the southwesterly margin of Hillwood Boulevard, to a concrete monument; thence 107.5 feet southeastwardly on a slight curve, having a radius of 860 feet, along the southwesterly margin of Hillwood Boulevard to an iron pin which is 6.2 feet southeasterly from the dividing line between Parcels B and D; thence south 42 degrees 35 minutes west 251.84 feet to an iron pin in the northeasterly margin of a 20-foot alley; thence north 48 degrees 32 minutes west 132 feet, along the northeasterly margin of said alley, to a concrete monument; thence 31.4 feet in a northwesterly and northerly direction around a curve having a radius of 20 feet to a concrete monument in the southeasterly margin of Charlotte Pike; thence north 41° 28' east, along the southeasterly margin of Charlotte Pike, 198.5 feet to the point of beginning.

Being the same land as described in that certain Warranty Deed dated October 4, 1955, from Hugh R. Dorris and wife, Lealan S. Dorris, and Thomas C. Summers, Trustee, Grantors, to Esso Standard Oil Company, Grantee, recorded in Book 2452, Page 627, in the Register's Office of Davidson County, Tennessee. Florida.

Esso Standard Oil Company, a Delaware corporation, merged into Humble Oil & Refining Company, a Delaware corporation, effective as of the close of business December 31, 1959.

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

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

RECEIVED OF _____

FOR _____

BOOK 6948 PAGE 910

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

270000.00- CAMT.
756.00 CSTAX
.50 PRFEE
15.00 WDEED
CHECK 771.50-
9885A08/13/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3 1 4 9 4

IDENTIFICATION REFERENCE

Aug 13 3 39 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 282973