This Instrument Prepared By:
A. W. Hero
P. O. Box 4388
Houston, Texas 77210

R/S 5-0522 5325
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corrected m+p.
J.G.H
12-18-86

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

SPECIAL WARRANTY DEED
BOOK 7074 PAGE 455

This Special Warranty Deed made this 13th day of August 1986, by Exxon Corporation, a corporation created and existing under and by virtue of the laws of the State of New Jersey, and duly authorized to transact business in the State of Tennessee, with an office and place of business at 16945 Northchase Boulevard, Houston, Harris County, Texas, hereinafter referred to as "Grantor"; and JAMES EDWARD BURDETTE and AGNES JUNE BURDETTE, of 610 North Graycroft Avenue, City of Madison, County of Davidson, State of Tennessee, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) to it paid, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto Grantee, and their successors and assigns, all that real 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.

TO HAVE AND TO HOLD the above-described property, together with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining unto Grantee, their heirs and assigns forever except that all and any signs, posters, placards, plates, devices, forms of advertising matter or combinations of letters consisting in whole or in part of the name "Exxon" or any other trade name, trademark, brand name, label, or otherwise displayed on or in connection with any building or improvement on said property conveyed herein, shall expressly remain the property of the Grantor.

And Grantor hereby covenants with Grantee, their heirs and assigns, that Grantor is lawfully seized in fee simple of the above-described premises; that it has a good right to convey; and that Grantor will forever warrant and defend all of the property so granted to Grantee, their heirs and assigns, against every person lawfully claiming the same or any part thereof by, through, or under Grantor, but not otherwise.

12/15 ACC 33.25 CHECK

ADDRESS OF NEW OWNER:
James E. Burdette
610 North Graycroft Avenue
Madison, Tennessee 37115

SEND TAX BILLS TO:
Same

RUSH

DEC 19 8 42 AM '86

REGISTER'S OFFICE

7 4 6 3 2

0120L

Grantor expressly reserves title to, and does not convey hereby, all so-called loaned delivery equipment presently located in and upon the said property consisting of all floodlights and poles, pump island lights, signs and poles, pumps, underground storage tanks, air compressors and lifts. All of said equipment is and shall remain the personalty of Grantor.

Grantor covenants that Standard Oil Company of Louisiana has heretofore been merged into and with Standard Oil Company of New Jersey, and that the name of Standard Oil Company of New Jersey was changed to Esso Standard Oil Company by charter amendment, and that Esso Standard Oil Company has heretofore been merged into and with Humble Oil & Refining Company, and that Humble Oil & Refining Company has heretofore been merged into and with Exxon Corporation.

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This deed is hereby made expressly subject to all existing restrictions, exceptions, reservations, easements, rights-of-way, conditions, and covenants of whatever nature, if any, whether or not of record, and to any state of facts that an accurate survey may reveal, and is expressly subject to all municipal, city, county, and state zoning laws and other ordinances, regulations, and restrictions, including statutes and other laws of municipal, county, or other governmental authorities applicable to and enforceable against the premises described herein.

Grantee acknowledges that the property described and conveyed herein has been used as a service station where motor vehicle fuel, petroleum products, or derivatives containing hydrocarbons have been used, stored, sold, transferred, and distributed, and Grantee further acknowledges that such fuel, products, or derivatives may have been spilled, leaked, or otherwise discharged onto or into the property periodically.

Grantee affirms by acceptance of this deed that they have inspected the premises and the improvements and have full knowledge of the condition, repair and location of same.

The 1986 ad valorem taxes assessed against the said property are to be prorated between Grantor and Grantee as of the date of this conveyance.

Possession of said property shall be given with the deed thereto.

IN WITNESS WHEREOF, Grantor has caused these presents to be subscribed by its Vice President, R. P. Larkins, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, B. E. Gunther, all as authorized by the Board of Directors.

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WITNESSES:

Patricia T. May

Robert J. Carlson

EXXON CORPORATION:

By: R P Larkins
Vice President

Attest: B E Gunther
Assistant Secretary

STATE OF TEXAS)
)
COUNTY OF HARRIS)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, this day personally appeared R. L. Larkins, who, upon oath, acknowledged himself to be a Vice President of Exxon Corporation, the within name bargainor 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 Notarial Seal of Office in said State and County, this 13th day of August, 1986.

Margarite L. Edstrom
NOTARY PUBLIC

MARGARITE L. EDSTROM
Notary Public in and for State of Texas
My Commission Expires August 31, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) ss.

The actual consideration for this transfer or value of property (whichever is greater) is $150,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

James E. Burdette

Sworn to and subscribe before me this 8th day of December, 1986.

Linda T. Bradhead
NOTARY PUBLIC
My Commission expires 2-5-1990

0120L

SP #0522
Hermitage, TN

Exhibit "A"

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

A tract of land in the 4th Civil District of Davidson County, Tennessee, being a part of the Joe E. Haralson Property at the southwest corner of Mill Road (as relocated) and Old Hickory Boulevard, and further described as follows:

Beginning at a concrete monument at the intersection of the southerly margin of Mill Road (as relocated) and the westerly margin of Old Hickory Boulevard; thence with the westerly margin of Old Hickory Boulevard 200.00 feet to an iron stake; said stake being the southeast corner of this property and the northeast corner of a fifty foot (50') fill easement running parallel to the southerly property line of this property; thence to the right with an interior angle of 60 degrees 45 minutes, 200.00 feet to an iron stake; said stake being the southwest corner of this property and the northwest corner of said fifty foot fill easement; thence to the right with an interior angle of 119 degrees 15 minutes, 200.00 feet to an iron stake at the southerly margin of Mill Road (as relocated) and being the northwest corner of this property; thence to the right with an interior angle of 60 degrees 45 minutes with the southerly margin of Mill Road 200.00 feet to the point of beginning and making an interior angle with the first call of this survey of 119 degrees 15 minutes and containing 34,900 square feet or 0.801 acres, according to survey No. 64660, dated August 31, 1964, by Wm. Collier Parrish Associates, Civil Engineers.

Being the same property conveyed to Humble Oil & Refining Company, a Delaware corporation, now Exxon Corporation, by deed from Joe Edward Haralson and wife, Naomi Haralson, of record in Book 3862, Page 689, Register's Office for Davidson County, Tennessee.

A parcel of land adjoining the above described tract of land, beginning at an iron stake in the westerly margin of Old Hickory Boulevard at the southeast corner of the above mentioned tract conveyed to Humble Oil & Refining Company, said stake being 200.00 feet southerly from the intersection of the westerly margin of Old Hickory Boulevard and southerly margin of Mill Road (as relocated); thence with the said westerly margin of Old Hickory Boulevard 50 feet to an iron stake; thence to the right with an interior angle of 60 degrees 45 minutes 200.00 feet to an iron stake; thence to the right with an interior angle of 119 degrees 15 minutes 50.00 feet to an iron stake at the southwest corner of the above referred to tract conveyed to Humble Oil & Refining Company; thence to the right with an interior angle of 60 degrees 45 minutes 200.00 feet to the point of beginning and making an interior angle of 119 degrees 15 minutes with the beginning call of this description, containing 8725 square feet according to survey No. 64660, dated August 31, 1964, by Wm. Collier Parrish Associates, Civil Engineers.

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 _____

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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

[illegible]. 00 CAMT.
420.00 CSTAX
.50 PRFE
12.00 WDS 5
CHECK 432.50-
12/19/86 CAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7 4 6 3 2

IDENTIFICATION REFERENCE

Dec 19 8 41 AM '86

No 24731