SPECIAL WARRANTY DEED

91-15
191

KNOW ALL MEN BY THESE PRESENTS:

That, SOHIO OIL COMPANY, (formerly BP Oil Inc.) an Ohio Corporation, with its principal office at 200 Public Square, Cleveland, Ohio 44114-2375, Grantor, for ONE HUNDRED TWENTY-FOUR THOUSAND DOLLARS ($124,000.00) and other good and valuable consideration received to its full satisfaction of Gregory H. Estes, whose tax mailing address is 770 Rhonda Lane, Nashville, TN 37205, Grantee (whether one or more) does grant, bargain, sell and convey unto Grantee and the heirs, executors, administrators, successors and assigns of Grantee, as the case may be, the premises (hereinafter called the "Premises") situated in the County of Davidson and State of Tennessee; and being the same premises conveyed to Grantor by deed recorded in Volume 6488, Page 882 of the Records of said county, more fully described as follows:

Being Lots Nots. 917, 919, 921 and 923 of Block 112 on the Map of Plan No. 1 West Nashville, as of record in Book 57, pages 74 and 75, Register's Office for Davidson County, Tennesee.

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SAID Lots Nos. 917 and 919 front each 25 feet on the northerly side of Charlotte Avenue and run back between parallel lines 150 feet to an alley.

SAID Lots Nos. 921 and 923 adjoin and front together 60 feet on the north side of Charlotte Avenue and extend back northwardly between parallel lines with the east margin of 51st Avenue, North, formerly 10th Street, 150 feet to an alley 25 feet wide.

BEING part of the same property conveyed to GULF OIL CORPORATION, A PENNSYLVANIA CORPORATION, by deed of record in book 2705, page 131, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the above granted and bargained Premises with the appurtenances thereunto belonging to Grantee, and the heirs, executors, administrators, successors and assigns of Grantee, as the case may be, forever, subject, however, to all legal highways, and to the conditions and restrictions herein contained.

This conveyance is made by Grantor and accepted by Grantee, upon the express condition and subject to the restriction that the Premises shall not be used in whole or in part, directly or indirectly for automobile service station purposes; or for the sale, offering for sale, storage or distribution of gasoline, motor vehicle fuel, motor vehicle lubricants or any other petroleum products (except for consumption on the Premises by occupant); or for the sale of tires, batteries, or automotive parts and accessories during the period of twenty (20) years from and after the date hereof, and Grantee, for Grantee and the heirs, executors, administrators, successors and assigns of Grantee, as the case may be, hereby covenants and agrees, with Grantor, its successors and assigns (which covenant shall be deemed running with and binding the land herein conveyed), that neither Grantee, nor anyone claiming by, through, or under Grantee shall

use or permit to be used the Premises or any part thereof, directly or indirectly, for automobile service station purposes; or for the sale, offering for sale, storage or distribution of gasoline, motor vehicle fuel, motor vehicle lubricants, or any other petroleum products (except for consumption on the Premises by occupant); or for the sale of tires, batteries and automotive parts and accessories during the said twenty (20) years. The foregoing condition and restriction is intended for the benefit and protection of the Grantor, its successors and assigns, as the owner and/or lessee of other real property in the political subdivision (City, Village or Township, as the case may be) in which the Premises are located and in the surrounding area within a distance of five (5) miles from the boundaries of said political subdivision, now, or during the 20-year period, used and operated by the Grantor or its Lessees for automobile service station purposes and shall run with the land and shall bind the Premises herein conveyed in favor of such other real property owned or leased by Grantor.

And Grantor does for itself, its successors and assigns, covenant with the Grantee, and the heirs, executors, administrators, successors and assigns of Grantee, as the case may be, that at and until the ensealing of these presents, Grantor is well seized of the Premises as a good and indefeasible estate in FEE SIMPLE, and has good right to bargain and sell the same in manner and form as above written, but subject to all liens, encumbrances and claims of every kind and nature caused, created or suffered to exist or be attached upon, against or to the Premises by anyone other than the Grantor, and subject to: (a) Taxes and assessments (both general and special), not then due and payable; (b) building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to and enforceable against the Premises; (c) any and all leases, easements and rights of way, and to all valid and existing encumbrances, conditions, covenants, restrictions, reservations and exceptions of record, if any; and (d) any state of facts that an accurate survey and personal inspection of the Premises would disclose.

And Grantor, for itself, its successors and assigns will warrant and defend the Premises, with the appurtenances thereunto belonging, to Grantee, and the heirs, executors, administrators, successors and assigns of Grantee, as the case may be, against all lawful claims and demands of all persons claiming by, from, through or under Grantor, except as above noted.

Sohio Oil Company became the successor to BP Oil Inc. by Agreement of merger dated July 25, 1986 and qualified to transact business in the State of Tennessee on August 12, 1986.

IN WITNESS WHEREOF, SOHIO OIL COMPANY has hereunto set its hand and corporate seal, by its duly authorized officers, this 17th day of February , 19 87 .

Signed and acknowledged
in the presence of:

Kenneth Fish

Marilyn Lawson

SOHIO OIL COMPANY

By Byron Grote
Byron Grote Vice President Retail Sales

And P.S. Gibbs
P.S. Gibbs Assistant Secretary

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SOHIO OIL COMPANY by Byron Grote its Vice President Retail Sales, and P.S. Gibbs its Assistant Secretary, who are personally known to me and who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 17th day of February, 1987.

Mary J. L. Wright
Notary Public

MARY J. L. WRIGHT
Notary Public, State of Ohio
Recorded in Cuyahoga County
My Comm. Expires 01-14-91

Charlotte Pike & 51st Street
Nashville, TN

This instrument was prepared by:

James B. Rossett, Esq.
SOHIO OIL COMPANY
200 Public Square
Cleveland, Ohio 44114-2375

0349A/0440A

BOOK 7173 PAGE 142

New Owner
& Tax Bills:
Gregory Estes
7170 Rhonda Ln. Mail
Nash Tn. 37205

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$124,000.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 18th DAY OF March 1987
Deputy Register

IDENTIFICATION REFERENCE

MAR 18 4 01 PM '87

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

05406

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

RECEIVED OF _____

FOR _____

BOOK 7173 PAGE 143

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

124000.00- CAMT
347.20 CSTAX
.50 PRFEE
9.00 WDFEE
CHECK 356.70-
3564A03/18/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05466

IDENTIFICATION REFERENCE

MAR 18 4 01 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 58651