This Instrument Prepared By:
Andrew W. Hero
A. W. Hero
P. O. Box 2180
Houston, Texas 77252-2180

R/S # 5-1117

MAP & PARCEL
91-12-134

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

BOOK 7225 PAGE 742

SPECIAL WARRANTY DEED

This Special Warranty Deed made this 28th day of April, 1987, 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 800 Bell Street, Houston, Harris County, Texas 77002-7426, hereinafter referred to as "Grantor"; and KIMBRO EQUITIES I, of P. O. Box 23089, City of Nashville, State of Tennessee 37202, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of One Hundred Seventy-five Thousand and NO/100 Dollars ($175,000.00) to it paid, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto Grantee, and its successors and assigns, all that real property situated in the County of Davidson, State of Tennessee, and 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, its successors 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, its successors 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, its successors and assigns, against every person lawfully claiming the same or any part thereof by, through, or under Grantor, but not otherwise.

SEND TAX BILLS TO
NEW OWNER:
Kimbro Equities I
Post Offfice Box 23089
Nashville, Tennessee 37202

MORTGAGEE:

First American National Bank
First American Center
Nashville, Tennessee 37238

1246L

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

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, leaks, 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 person, 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 pro-rated between Grantor and Grantee as of the effective date hereof, and Grantee hereby assumes and agrees to pay same.

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.

ATTEST:

B. E. Gunther

Assistant Secretary

EXXON CORPORATION:

By: R. P. Larkins

R. P. Larkins
Vice President

1246L

STATE OF TEXAS )
)
COUNTY OF HARRIS )

BOOK 7225 PAGE 745

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, this day personally appeared R. P. Larkins, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a Vice President of Exxon Corporation, the within named 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 28th day of April, 1987.

Margarite L. Edstrom
NOTARY PUBLIC

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

8/31/88

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) ss:

The actual consideration for this transfer, or true value of the property, whichever is greater, is $175,000.00.

Scott Kendro

Sworn to and subscribed before me this 1st day of May, A.D. 1987.

NOTARY PUBLIC

My Commission expires 17 May, 1987.

1246L

R/S #5-1117
Nashville, TN

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO KIMBRO EQUITIES I

BOOK 7225 PAGE 746

Tract I:

Land in Davidson County, Tennessee, being Lots Nos. 501 and 503 of Block 75, Plan No. 1, West Nashville, as of record in Book 57, pages 74 and 75, Register's Office for said County.

Said lots Nos. 501 and 503 front together 60 feet on the northerly side of Delaware Avenue and run back between parallel lines with the westerly margin of 46th Avenue North, formerly 5th Street, 150 feet to an alley.

Being the same property conveyed to Humble Oil & Refining Company, a Delaware corporation, by deed from Wiley Edward Bean and wife, Katherine J. Bean, of record in Book 4614, Page 588, Register's Office for Davidson County, Tennessee.

Tract II:

Land in Davidson County, Tennessee, being Lot No. 505, Block 75 in the town of West Nashville and in plan number one of record in Book No. 57, pages 74 and 75, Register's Office for said County.

Said Lot No. 505 fronts 25 feet on Delaware Avenue and runs back between parallel lines 150 feet to a dead line on an alley.

Being the same property conveyed to Humble Oil & Refining Company, a Delaware corporation, by deed from H. E. Collins and wife, Treva C. Collins, of record in Book 4614, Page 586, Register's Office for Davidson County, Tennessee.

Tract III:

Land in the First Civil District of Davidson County, Tennessee, being Lots Nos. 507 and 509 of Block No. 75 on Plan No. 1 of West Nashville, as of record in Book 57, Pages 74 and 75, Register's Office for Davidson County, Tennessee.

Said Lots 507 and 509 front 25 feet each on the northerly side of Delaware Avenue and run back between parallel lines 150 feet to an alley, the said Lot No. 509 running back with the easterly margin of an alley.

Being the same property conveyed to Humble Oil & Refining Company, a Delaware corporation, by deed from Jessie Mai Stephens Bohn and husband, Albertus H. Bohn, of record in Book 4614, Page 583, Register's Office for Davidson County, Tennessee.

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

2 2 3 8 5

IDENTIFICATION REFERENCE

MAY 5 1 21 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

1246L

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

RECEIVED OF _____

FOR _____

BOOK 7225 PAGE 747

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

175000.00- CAMT.
490.00 CSTAX
.50 PRFEE
15.00 WDEED
CHECK 505.50-
3160A05/05/87 BAL .00

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

2 2 3 8 5

IDENTIFI REFERENCE

MAY 5 1 21 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 77789