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

R/S # 5-0957

MAP & PARCEL NO. 41-16-9.

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

SPECIAL WARRANTY DEED

This Special Warranty Deed made this 1st 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 EDMUND G. BRUCHET AND MARY H. BRUCHET, of 6220 Del Loma, City of San Gabriel, County of Los Angeles, State of California 91775, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of One Hundred Thirty Thousand and NO/100 Dollars ($130,000.00) to it paid, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto Grantee, and their heirs 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, 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.

NEW OWNER:
Edmund G. Bruchet and Mary H. Bruchet
201 Williams Avenue
Madison, Tennessee 37115

RESPONSIBLE TAXPAYER:
same

1358L

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.

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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.

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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:

EXXON CORPORATION:

By: R. P. Larkins

Assistant Secretary

R. P. Larkins
Vice President

FORM APPROVED

1358L

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. 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.

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Witness my hand and Notarial Seal of Office in said State and County, this 1st day of April, 1987.

Margaret L. Easton
NOTARY PUBLIC

My Commission Expires
June 1, 1988

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) ss:

I swear or affirm that the actual consideration for this transfer, or the true value of the property, whichever is greater, is $130,000.00.

AFFIANT

Sworn to and subscribed before me
this 13th day of May, A.D. 1987.

NOTARY PUBLIC

My Commission expires 17 May, 1987

1358L

R/S #5-0957
Nashville, TN

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO EDMUND G. BRUCHET AND MARY H. BRUCHET

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Land in Davidson County, Tennessee, in the 11th Civil District, being the northerly parts of Lots Nos. 127 and 128, Kemper Heights, of record in Book 2351, page 66, Register's Office for said County, described as follows:

Beginning at a concrete monument in the east right-of-way line of the Dickerson Road, said concrete monument being 40.0 feet from the center line of Dickerson Road and 55 feet south of the center line of Westchester Drive; thence with a curve of 25' radius, to the right, 39.23 feet to a concrete monument in the south right-of-way of Westchester Drive and 30 feet from the center line thereof; thence continuing with the southerly right-of-way of Westchester Drive, along the curve of 440 feet radius, 170.30 feet to an iron stake; thence leaving Westchester Drive, south 21° 31' east 225 feet more or less to an iron stake; thence north 89° 28' west, 277 feet, more or less, to an iron stake in the easterly right-of-way of Dickerson Road; thence with the east right-of-way of Dickerson Road, parallel to and 40 feet easterly from the center line thereof, north 0° 32' east 150 feet to the beginning.

Being the same property conveyed to Esso Standard Oil Company, a Delaware Corporation, by deed from J. R. Coarsey, Trustee, of record in Book 2492, page 379, Register's Office for Davidson County, Tennessee.

2631 1

IDENTIFI REFERENCE

MAY 15 11 30 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Esso Standard Oil Company, a Delaware corporation, merged into Humble Oil Refining Company, a Delaware corporation, on 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 _____

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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

130000.00- CAMT.
364.00 CSTAX
.50 PRFEE
15.00 WDEED
CHECK 379.50-
7686A05/15/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

263111

IDENTIFI REFERENCE

MAY 15 11 30 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 82220