Bk 37

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

R/S # 5-0073

Map & Parcel
91-15-196

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

SPECIAL WARRANTY DEED

This Special Warranty Deed made this 5th day of June, 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 DONALD R. SADLER AND PEGGY A. SADLER, of 113 Carriage Drive, City of Nashville, County of Davidson, State of Tennessee 37221, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of Three Hundred Forty-one Thousand Two Hundred Fifty and NO/100 Dollars ($341,250.00) 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.

1432L

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.

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, 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.

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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, D. E. Gunther, all as authorized by the Board of Directors.

ATTEST:

Assistant Secretary

EXXON CORPORATION:

By: R. P. Larkins

R. P. Larkins
Vice President

FORM APPROVED

1432L

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 5th day of June, 1987.

Margarite L. Edstrom
NOTARY PUBLIC

MARGARITE L. EDSTROM
Notary Public in and for State of Texas
My Commission Expires August 21, 1988

My Commission Expires: 8/31/88

STATE OF TENNESSEE, COUNTY OF Davidson

I, or we, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $341,250.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Donald R. Sadler
Affiant

Subscribed and sworn to before me this the 16 day of July, 1987.

Edna Sullivan
Notary Public

My Commission Expires: My Commission Expires July 18 1987

1432L

R/S #5-0073
Nashville, TN

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO DONALD R. SADLER AND PEGGY A. SADLER

All those certain tracts or parcels of land lying, situate and being in Davidson County, Tennessee and being more particularly described as follows:

TRACT 1

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Beginning at the intersection of the southerly margin of Charlotte Pike and the westerly margin of a 10 ft. alley and being 150 ft. east of the easterly margin of 51st Ave. No.; thence with the westerly margin of alley S 6° 25' E 60.0 ft. to a point; thence to the right with an interior angle of 89° 54' S 83° 41' W 50.0 feet to a point; thence to the right with an interior angle of 90° 06', N 6° 25' W 60.0 ft. to a point on the southerly margin of Charlotte Pike; thence to the right with an interior angle of 89° 54', N 83° 41' E 50.00 ft. to the point of beginning and making an interior angle of 90° 06' with the first call of this description

Being the same land as described in that certain Warranty Deed dated March 2, 1970, from J. Cecil Collins and Margaret E. Collins, Grantors, to Humble Oil & Refining Company, a Delaware Corporation, Grantee, recorded in Volume 4401, Page 159 of the Deed records of Davidson County, Tennessee.

TRACT 2

Beginning at a point in the southerly margin of Charlotte Pike, said beginning point being 75.00 feet east of the southeast corner of Charlotte Pike and 51st Avenue North; thence with the southerly margin of Charlotte Pike north 83° 41' east 25.0 feet to a point; thence to the right with an interior angle of 90° 06' south 6° 25' east 60.00 feet to a point; thence to the right with an interior angle of 89° 54' south 83° 41' west, 25.00 feet to a point; thence to the right with an interior angle of 90° 06' north 6° 25' west 60.00 feet to the point of beginning and making an interior angle of 89° 54' with the first call of this description

Being the same land as described in that certain Warranty Deed dated March 2, 1970, from Emma D. Sloan and John W. Nolan, III, Grantors, to Humble Oil & Refining Company, a Delaware Corporation, Grantee, recorded in Volume 4401, Page 162 of the Deed records of Davidson County, Tennessee.

TRACT 3

Beginning at a point in the easterly margin of 51st Ave. No., said point being 185 feet south of the southerly margin of Charlotte Pike; thence with a line between tracts 2 and 5 N 83° 41' E 150.00 feet to a point on the westerly margin of a 10 foot alley; thence to the right with an interior angle of 90° 06' S 6° 25' E 55 feet to a point; thence to the right with an interior angle of 89° 54' with the line between tracts 5 and 6 S 83° 41' W 150 feet to a point on the easterly margin of 51st Ave. No.; thence to the right with an interior angle of 90° 06' with the easterly margin of 51st Ave. No., N 6° 25' W, 55.0 feet to the point of beginning and making an interior angle of 89° 54' with the first call of this description

Being the same land as described in that certain Warranty Deed dated March 2, 1970, from Dorothy W. Ewing, et al, Grantors, to Humble Oil & Refining Company, a Delaware Corporation, Grantee, recorded in Volume 4400, Page 875 of the Deed records of Davidson County, Tennessee.

EXHIBIT "A"

TRACT 4

Beginning at a point on the easterly margin of 51st Ave. No., said point being 85.5 feet North of the northerly margin Park Avenue; thence with the line between Tracts 5 and 6 N 83° 41' E 150.00 feet to a point on the westerly margin of a 10 foot alley; thence to the right with an interior angle of 90° 06' with the westerly margin of said alley S 6° 25' E 42.5 feet to a point; thence to the right with an interior angle of 89° 54' with the line between tracts 6 and 7, S 83° 41' W 150.0 feet to a point on the easterly margin of 51st Ave. No.; thence to the right with an interior angle of 90° 06' with the easterly margin of 51st Ave. No., N 6° 25' W, 42.5 feet to the point of beginning

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Being the same land as described in that certain Warranty Deed dated March 2, 1970, from Billie D. Lundy and Margaret S. Lundy, Grantors, to Humble Oil & Refining Company, a Delaware Corporation, Grantee, recorded in Volume 4400, Page 872 of the Deed records of Davidson County, Tennessee.

TRACT 5

Beginning at the intersection of the northerly margin of Park Ave. and the easterly margin of 51st Ave. No.; thence with the easterly margin of 51st Ave. No., N 6° 25' W, 43.0 feet to a point; thence to the right with an interior angle of 89° 54', N 83° 41' E, 150.00 feet to a point on the westerly margin of a 10 foot alley; thence to the right with an interior angle of 90° 06' with the westerly margin of said alley, S 6° 25' E 43.0 feet to a point on the northerly margin of Park Ave.; thence to the right with an interior angle of 89° 54' with the northerly margin Park Ave. S 83° 41' W 150.00 feet to the point of beginning and making an interior angle of 90° 06' with the first call of this description

Being the same land as described in that certain Warranty Deed dated March 2, 1970, from Effie Larue Carlisle Lanier, Grantor, to Humble Oil & Refining Company, a Delaware Corporation, Grantee, recorded in Volume 4400, Page 878 of the Deed records of Davidson County, Tennessee.

TRACT 6

Beginning at a point in the easterly margin of 51st Avenue North 120 feet south of the southerly margin of Charlotte Avenue; thence with the margin of said 51st Avenue North, southerly 65 feet to a point which is 140 feet north of Park Avenue; thence easterly parallel to the north margin of Park Avenue 150 feet to the westerly margin of a 10-foot alley dedicated in the deed of record in book 437, page 617, said Register's Office; thence with the margin of said alley northerly 65 feet to a point 120 feet south of Charlotte Avenue; thence westerly parallel to the southerly margin of Charlotte Avenue, 150 feet to the point of beginning.

Being the same land as described in that certain Warranty Deed dated May 21, 1969, from Esther L. Jackson and Lemuel C. Jackson, Grantors, to Humble Oil & Refining Company, a Delaware Corporation, Grantee, recorded in Volume 4334, Page 840 of the Deed records of Davidson County, Tennessee.

EXHIBIT "A"

TRACT 7

Beginning at a point in the easterly margin of 51st Avenue, North, formerly 10th Street, 60 feet south of the southeast corner of 51st Avenue, North, and Charlotte Avenue; thence southwestwardly, with the easterly margin of 51st Avenue, North, 60 feet to a point; thence eastwardly and parallel with the south margin of Charlotte Avenue, 150 feet to a point in the westerly margin of a 10-foot alley; thence northwardly and parallel with the easterly margin of 51st Avenue, North, 60 feet to a point 60 feet south of Charlotte Avenue; thence westwardly and parallel with the south margin of Charlotte Avenue, 150 feet to the point of beginning.

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Being the same land as described in that certain Warranty Deed dated April 27, 1961, from Paul L. Cuff, Grantor, to Humble Oil & Refining Company, a Delaware Corporation, Grantee, recorded in Volume 3221, Page 151 of the Deed records of Davidson County, Tennessee.

TRACT 8

Beginning at the Southeast corner of 51st Avenue North, formerly called 10th Street, and Charlotte Avenue; running thence in an Easterly direction along the South margin of Charlotte Avenue 75 feet to a point; thence at right angles Southwardly 60 feet to a point; thence at right angles Westerly and parallel with said Charlotte Avenue 75 feet to a point in the East margin of said 51st Avenue North; thence at right angles northerly along the East margin of said 51st Avenue North 60 feet to the South margin of Charlotte Avenue, which is the point of beginning.

Being the same land as described in that certain Warranty Deed dated March 21, 1946, from W. T. Crockett and Minnie K. Crockett, Grantors, to Standard Oil Company of New Jersey, a Delaware Corporation, Grantee, recorded in Volume 1357, Page 351 of the Deed records of Davidson County, Tennessee.

Standard Oil Company of New Jersey, a Delaware corporation, changed its name to Esso Standard Oil Company, a Delaware corporation, on January 28, 1948.

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.

send TAX. Bill to
New owner Addresse
Donald R. Sadler
113 Carriage DR
Nashville, TN
37221

IDENTIFICATION REFERENCE

47070

JUL 17 3 30 PM '87

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

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
			341250.00- CAMT.	
			955.36 CSTAX	
			.50 PRFEE	
			21.00 WDEED	
			CHECK 976.86-	
			1328A07/17/87 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4.7.0.7.0

IDENTIFICATION REFERENCE

JUL 17 3 30 PM '87

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 105473