This Instrument Prepared By:

James J. Kendig
Waller Lansden Dortch & Davis
2100 One Commerce Place
Nashville, TN 37239

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value whichever is greater for this transfer is $ 239,820.58 .

Subscribed and sworn to before me this the 4th day of May, 1989.

James J. Kendig Attorney
Affiant

C. Denise Dingfelder
Notary Public

My Commission Expires: 5/8/91

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Address New Owner:	Send Tax Bill To:	Map-Parcel No.
Exxon Corporation	**Exxon Corporation**	
P.O. Box 53	**P.O. Box 53**	34-6-42
Houston, Texas 77001	**Houston, Texas 77001**	
Attn: Property Tax Manager	**Attn: Property Tax Manager**	

WARRANTY DEED

That for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, MR. LUBE U.S., a Texas general partnership ("Grantor") has bargained and sold and by these presents does transfer and convey unto EXXON CORPORATION, a Delaware corporation ("Grantee") the following described real property in Davidson County, Tennessee, to-wit:

> Being a tract of land in the Tenth Councilmanic District of Davidson County, Tennessee, and being Lot 6 on Revision to the Resubdivision of Lot 5 of the Revised Master Plat of Rivergate Place, a commercial planned unit development as of record in Plat Book 6200, page 793, Register's Office for Davidson County, Tennessee (the "Revised Plat of Rivergate Place"), and described as follows:
>
> From the centerline of Gallatin Pike southeasterly an approximate distance of 705.04 feet along the east margin of the 85 foot right-of-way of Myatt Drive to the point of beginning of this description, said point being an iron pin and the southwest corner of Lot 4 on the Resubdivision of Lots 4 and 5 of the Revised Master Plan of Rivergate Place; thence, along the southerly margin of Lot 4, N 54 degrees 28 minutes 01 seconds E, a distance of 85.92 feet to a point; thence S 35 degrees 31 minutes 57 seconds E, a distance of

17.00 feet to a point; thence N 54 degrees 28 minutes 00 seconds E, a distance of 116.00 feet to a point; thence S 35 degrees 31 minutes 57 seconds E, a distance of 129.0 feet to a point; thence S 54 degrees 20 minutes 00 seconds W, a distance of 193.37 feet to a point on the east margin of Myatt Drive; thence, along the east margin of Myatt Drive along a curve to the right with a radius of 5689.63 feet a distance of 146.25 feet to the point of beginning, and containing 0.618 acres more or less.

Being the same property conveyed to Mr. Lube U.S., a Texas general partnership ("Mr. Lube") by deed from Sharondale Properties, a Tennessee general partnership ("Sharondale") of record in Book 7763, page 388, said Register's Office.

TOGETHER WITH (1) a permanent non-exclusive easement for ingress and egress to the above-described property (hereinafter "Lot 6") on, over and across that portion of Lot 5 on the Revised Plat of Rivergate Place ("Lot 5"), which is shown cross-hatched on Exhibit "A"; (2) a permanent non-exclusive easement for ingress and egress to Lot 6 on, over, across and through all of the other driveways as may be located from time to time on Lot 5 and the curb cuts and approaches on or adjacent to Lot 5; and (3) all of Sharondale's right, title and interest in and to the easements and other rights in respect to Lot 4 of the Master Plat of Rivergate Place, recorded in Book 6900, page 310, Register's Office for Davidson County, Tennessee, granted to Sharondale pursuant to Reciprocal Easement Agreement by and between Sharondale and Payless/Cashways, Inc. recorded in Book 7246, page 187, said Register's Office, as amended in Book 7485, page 492, said Register's Office, and further amended in Book 7763, page 383, and Book 7763, page 385, said Register's Office (such Reciprocal Easement Agreement as so amended, is hereinafter referred to as the "Reciprocal Easement"), but only to the extent that such easements and rights benefit the above-described property, and expressly reserving to Sharondale the concurrent right in common with Grantee to use and enjoy all such easements and rights for the benefit of Sharondale's adjoining property, Lot 5.

In addition, Grantor hereby assigns and conveys to Grantee all of Grantor's rights and interests in and to the covenants and agreements made by Sharondale, as set forth in the next to the last grammatical paragraph in the Warranty Deed recorded in Book 7763, page 388, said Register's Office.

TO HAVE AND TO HOLD Lot 6 and the easements and rights herein conveyed (collectively the "Property"), with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever. And Grantor does covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered, except for the Reciprocal Easement.

And Grantor does further covenant and bind itself, its successor and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set his signature this the day and date first above written.

GRANTOR:

MR. LUBE U.S., a Texas general partnership

By: W Stelmaschuk
Walter Stelmaschuk, Administrator

STATE OF TEXAS)
COUNTY OF Harris)

Before me, Lisa G. Eakin, a Notary Public in and for said State and County, personally appeared Walter Stelmaschuk, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Administrator of Mr. Lube U.S., the within-named bargainor, a Texas general partnership, and that he as such Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such Administrator.

WITNESS my hand and seal at 10:30 a.m. this 4th day of April, 1989.

L. EAKIN NOTARY PUBLIC STATE OF TEXAS 03-03-92

Lisa G. Eakin
Notary Public

My Commission Expires: March 3, 1992

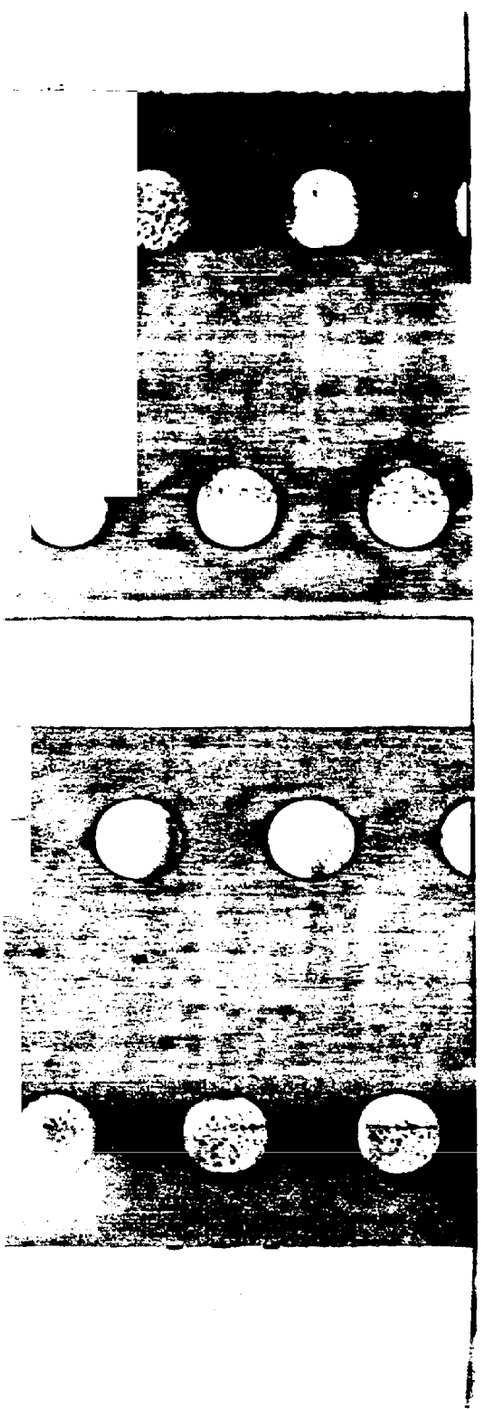
30598

IDENTIFICATION REFERENCE

MAY 5 9 54 AM '89

FILED FOR RECORD
DAVIDSON COUNTY, TN.

3329 05/05 0101 03CHECK 800-84



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7834 PAGE 29

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 239820.58
CON TX 791.34
PRFEE 0.50
WDEED 9.00
TOTAL 800.84
CHECK 800.84

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0-2705/89 01 09:55 0001 3329

30598

IDENTIFICATION REFERENCE

MAY 5 9 54 AM '89

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 206789