TO: B0436

THIS INSTRUMENT PREPARED BY:
Douglas A. Brace, Reg. #5485
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375

BOOK 9142 PAGE 968

WARRANTY DEED

Name and Address of New Owner:

KIMBRO OIL COMPANY
2200 Clifton Avenue
P.O. Box 23089
Nashville, TN 37202

Send Tax Bills To:

NEW OWNER

Street Address of Subject Property:

1820 21st Avenue South
Nashville, TN 37212

Map 104-12
Parcel 42

Field Book:
22W 13730

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars, the receipt and adequacy of which are hereby acknowledged, **Amoco Oil Company**, a Maryland corporation, hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **Kimbro Oil Company**, a Tennessee corporation, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

SEE EXHIBIT "A" ATTACHED.

This conveyance is made subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the Grantee, its heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee, that it is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered.

The Grantor further covenants and binds itself, its successors and representatives to warrant and defend the title to the said land to the Grantee, its successors and assigns, against the lawful claims of all persons. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused its name to be signed hereto by its duly authorized officer on this the 1ST day of ~~October~~ NOVEMBER, 1993.

AMOCO OIL COMPANY

BY: James R. Boone

Its: CAPITAL INVESTMENT MANAGER

STATE OF ILLINOIS]
]
COUNTY OF COOK]

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JAMES R. BOONE, with whom I am personally acquainted and who, upon oath, acknowledged HIM self to be the CAPITAL INVESTMENT MANAGER of **Amoco Oil Company**, and that he being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by HIM self as CAPITAL INVESTMENT MANAGER.

WITNESS my hand and seal, this 1ST day of ~~October~~ NOVEMBER, 1993.

Regina A. Wilkens
NOTARY PUBLIC

"OFFICIAL SEAL"
REGINA A. WILKENS
Notary Public, State of Illinois
My Commission Expires 12/11/96

My commission expires:

STATE OF ILLINOIS]
]
COUNTY OF COOK]

The actual consideration or value whichever is greater, for this transfer is $200,000.00.

Brian R Doerr
Affiant

Subscribed and sworn to before me, this the 1ST day of ~~October~~ NOVEMBER, 1993.

Regina A. Wilkens
NOTARY PUBLIC

"OFFICIAL SEAL"
RECINA A. WILKENS
Notary Public, State of Illinois
My Commission Expires 12/11/96

My commission expires:

82738
IDENTIF. & REFERENCE

93 NOV -5 PM 3:05
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

WARRANTY DEED

FROM: AMOCO OIL COMPANY
A Maryland Corporation

TO: KIMBRO OIL COMPANY
A Tennessee Corporation

5156 11/05 0101 03CHECK 753.00

EXHIBIT "A"

Land in Davidson County, Tennessee, described as follows:

TRACT NO. I:

The southwest part of Lot No. 27 in the Plan of Christopher & Kirkman's Belmont Park Addition to the City of Nashville; beginning at the northeast corner of 21st Avenue, South (formerly Hillsboro Pike) and Acklen Boulevard or Avenue, thence with northerly margin of said Acklen Boulevard or Avenue easterly 65 feet to a point; thence northerly parallel with 21st Avenue, South 75 feet to a point; thence westerly parallel with said Acklen Boulevard or Avenue 65 feet to the East margin of 21st Avenue, South, thence southerly with the easterly margin of said 21st Avenue, South, 75 feet to the beginning.

TRACT NO. II:

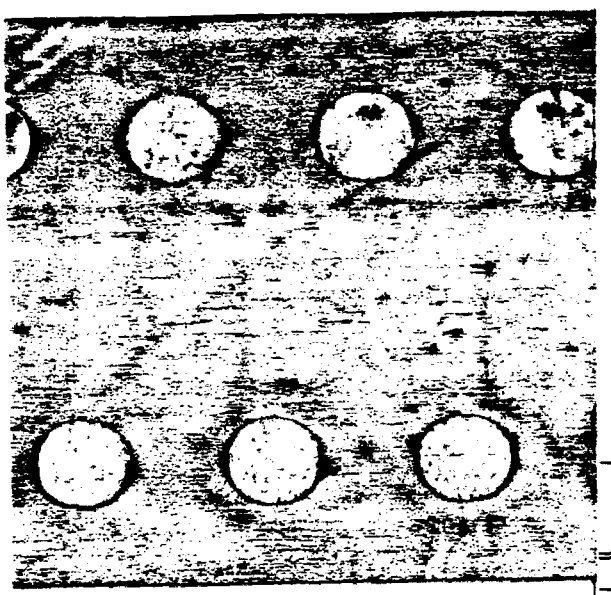
The southeast part of Lot No. 27 on the Map of Christopher and Kirkman's Belmont Park Addition, of record in Book 57, page 158, Register's Office for said County and described as follows: Beginning at a point in the North margin of Acklen Avenue at the common corner of Lot Nos. 26 and 27, being the southwest corner of Lot No. 26 and the southeast corner of Lot No. 27; thence with the line between said lots northerly 95 feet to a point which is 65 feet more or less South of the southerly margin of a 15-foot alley; thence westerly 67 feet to a point in the line of the property conveyed to Mrs. B. Bernstein by deed from the Roney Tire & Auto Supply Company, of record in Book 633, page 775, said Register's Office; thence southerly with said line 20 feet to a point; thence with said line westerly 5 feet to a point; thence southerly and parallel with the easterly margin of Hillsboro Road and 65 feet East of the same, 75 feet to the North margin of Acklen Avenue; thence with the margin of Acklen Avenue easterly 72 feet to the point of beginning.

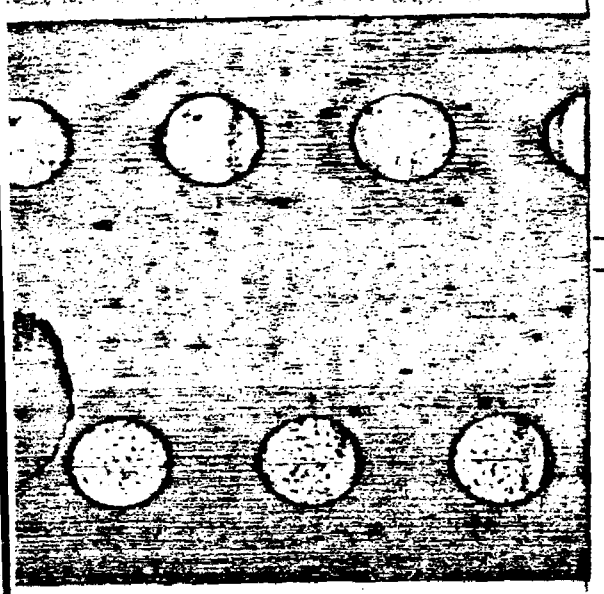
TRACT NOS. I AND II being the same property conveyed to The American Oil Company, by deed from Pan-Am Southern Corporation, a Delaware corporation, of record in Book 2639, page 57, Register's Office for Davidson County, Tennessee. Said The American Oil Company subsequently changed the name of the corporation to Amoco Oil Company as evidenced by Certified Resolution of record in Book 4680, page 439, in said Register's Office.

Right to Re-Purchase.

Seller has agreed to sell the subject premises to Buyer on the stipulation that Buyer shall use Seller as its source of supply for all gasoline sold from the subject premises. If Buyer uses another source of gasoline supply, enters into any agreement which entails the use of another source of supply, or would cease the retail sale of gasoline from the premises, Seller shall have the right to re-purchase the subject property from Buyer upon giving the Buyer thirty (30) days written notice of Seller's intent to re-purchase. The re-purchase price under this provision shall be the original purchase hereinbefore mentioned (plus improvements made by Buyer after assignment which are evidenced by paid invoices).

The provisions of the foregoing Right to Re-Purchase paragraph shall survive settlement and shall run with the land for a period of ten (10) years from the date of settlement.





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

RECEIVED OF _____

FOR _____

BOOK 9142 PAGE 971

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
			CAMT	200000.00
			CON TX	740.00
			PRFEE	1.00
			WDEED	12.00
			TOTAL	753.00
			CHECK	753.00
11/05/93	01	15:05 0001		5156

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

82738
IDENTIF. ↑ REFERENCE

93 NOV -5 PM 3:05
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 718980