BCB
Bx 37
(BW)

This Instrument Prepared By:
Susan A. Row
Susan A. Row, Esquire
Exxon Company, U.S.A.
(a division of Exxon Corporation)
P. O. Box 2180
Houston, Texas 77252-2180

BOOK 9340 PAGE 328

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON § KNOW ALL MEN BY THESE PRESENTS:

THAT this Special Warranty Deed made this 10th day of May, 1994, by EXXON CORPORATION, a corporation created and existing under and by virtue of the laws of the State of New Jersey, as successor in interest to Humble Oil & Refining Company, a company created under and by virtue of the laws of the State of Delaware, 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 OLD HICKORY CREDIT UNION, a Tennessee corporation, of 1000 INDUSTRIAL ROAD, OLD HICKORY, TENNESSEE 37138-0431, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of THREE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($357,500.00) to it paid, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto Grantee, its heirs and assigns, all that real property situated in the City of Goodlettsville, County of Davidson, State of Tennessee, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and all valid and existing easements, rights-of-way, conditions, covenants, restrictions, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property.

Grantee acknowledges that the Property has been used as an automobile service station for the storage, sale, transfer and distribution of motor vehicle fuel, petroleum products or derivatives containing hydrocarbons, and that such fuel, products or derivatives or other related substances may have been spilled, leaked, or otherwise discharged onto or into the Property causing contamination to the soil or groundwater on or under the Property.

Grantor has conducted an environmental site assessment to determine the presence of petroleum hydrocarbons in the soil or groundwater on and under the Property. The written reports setting forth the results of such assessment delineate the amount and location of any hydrocarbons identified in the soil and/or groundwater and establishes the "Baseline Condition" of the Property. If further testing or remediation is required by any governmental authority with jurisdiction over the environmental condition of the Property, the Baseline Condition shall be modified as Grantor reasonably deems appropriate based on the results of such tests.

Grantor will undertake such remediation of the Baseline Condition as Grantor reasonably deems necessary or appropriate to comply with applicable laws, regulations or government orders and will remediate the Baseline Condition to the levels required by applicable governmental authorities. Grantor shall not be responsible for investigation or remediation of (or any costs or expenses related to) any hydrocarbons or other contamination deposited on or into the Property after the date of recordation of this Deed ("Effective Date"), or for any increase in the levels of hydrocarbons or other contamination above the Baseline Condition after the Effective Date. The owner of the Property will be responsible for investigation and/or remediation of any hydrocarbons or other contamination deposited on or into the Property or migrating onto or into the Property after the Effective Date, or for any increase above the Baseline Condition level of hydrocarbons after the Effective Date. If either a leak, spill, or discharge of hydrocarbons or other contamination occurs (whether from on or off site) or the owner of the Property has reason to believe that such leak, spill, or discharge might have occurred on the Property after the Effective Date, but before Grantor has completed its remediation, the owner of the Property shall promptly notify Grantor and the appropriate governmental authorities. The owner of the Property shall pay to Grantor its pro-rata share of Grantor's increased cost of remediation attributable to such spill, leak, or discharge.

The owner of the Property shall assign to Grantor any and all right, claim or interest which the owner of the Property or the Property may have to payment or reimbursement by any third party or any governmental authority in connection with remediation of the Baseline Condition.

Grantor reserves the exclusive right to negotiate with any third party or governmental authority regarding testing and/or remediation efforts for any investigation or remedial work performed by Grantor pursuant to this Deed or which a third party or governmental authority may require.

During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and the owner of the Property will upon request provide to the other copies of all reports, correspondence, notices and communications sent to or received from any governmental authority regarding the environmental condition of the Property or any remediation and/or investigation at the Property.

GRANTOR'S REMEDIATION RESPONSIBILITIES SHALL INURE ONLY TO THE BENEFIT OF GRANTEE AND THE LENDING INSTITUTION HOLDING THE MORTGAGE TO FINANCE GRANTEE'S PURCHASE OF THE PROPERTY AND NOT TO SUBSEQUENT PURCHASERS, ASSIGNS, OR SUCCESSORS OF EITHER OR ANY OTHER PERSON OR ENTITY.

Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents and contractors for the purpose of conducting investigation and remediation operations. Grantor shall, to the extent practicable consistent with sound remediation practices, undertake such investigation and remediation actions in a manner that will not unreasonably disrupt any operations on the Property. Grantor will not be liable to the owner of the Property, its successors, assigns, tenants or users for business disruption or any other damage, injury or loss whatsoever resulting from such access. The owner of the Property shall be responsible for any cost or expense to relocate, repair, or replace investigation and/or remediation equipment resulting from the acts or omissions of the owner of the Property or its contractors, invitees, or employees and shall reimburse Grantor for such costs.

As further consideration for this conveyance, Grantee, for itself, its heirs, legal representatives, successors and assigns, as applicable, hereby releases, holds harmless, and forever discharges Grantor, its representatives, successors and assigns, from any and all claims, demands, liabilities (including fines and civil penalties) or causes of action at law or in equity including, without limitation, any statutory causes of action, including the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA") and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA") for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee (and any subsequent owner of the Property, as applicable) and the employees, agents, servants and representatives of such parties arising out of or in relation to any actual or alleged spills, leaks or other discharges of motor vehicle fuel or petroleum products or derivatives containing hydrocarbons on or into the Property, except as to Grantor's obligation, if any, to remediate the Baseline Condition.

As further consideration for this conveyance, Grantee shall be responsible for, and shall defend (with counsel acceptable to Grantor) and indemnify Grantor from and against any loss, claim, damage or liability to include property damage and personal injury and to include any claim made under CERCLA and RCRA, asserted by any third party or public authority, arising out of or in relation to any surface or subsurface contamination of the Property which may occur on the Property after Effective Date, unless caused by the sole negligence of Grantor. If such property damage, personal injury, or loss results from the joint negligence or willful misconduct of Grantor and the owner of the Property, the Property owner's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns as applicable.

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's heirs and assigns, forever, subject to the provisions hereof and Grantor covenants with Grantee that Grantor is lawfully seized in fee simple of the above described property and that it has a good right to convey and that, and in lieu of all other warranties express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused these presents to be subscribed by its Vice President, JOE T. McMILLAN, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, JAMES E. HILL, all as authorized by the Board of Directors.

GRANTOR:

ATTEST:

EXXON CORPORATION

By: James E. Hill
Name: JAMES E. HILL
Title: Assistant Secretary

By: Joe T McMillan
Name: JOE T McMILLAN
Title: Vice President

FORM APPROVED
dar
[illegible]

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 JOE T McMILLAN, 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 21st day of APRIL, 1994.

SUE S. WERNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 29, 1996

Sue S Werner
Notary Public, State of Texas
My Commission Expires: 2-29-96

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

GRANTEE:

ATTEST:

By: Bennette A. Dawson
Name: BENNETTE A. DAWSON
Title: VICE PRESIDENT

OLD HICKORY TENNESSEE CREDIT UNION

By: Thomas H. Webster III
Name: Thomas H. Webster III
Title: President / CEO

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, this day personally appeared _____ Thomas H. Webster, III, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a _____ President / CEO of Old Hickory Credit Union, the within named bargainor and that she/he as such _____ President / CEO being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President / CEO.

Witness my hand and Notarial Seal of Office in said State and County, this 10th day of _____, 1994 _____.

D. Ronald Dungan
Notary Public, State of Tennessee
My Commission Expires: 1-27-96

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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 $ 357,503.26, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT:

EXXON CORPORATION

By: J. T. McMillan
Name: JOE T. McMILLAN
Title: Vice President

Subscribed and sworn to before me this the 21ST day of APRIL, 1994.

SUE S. WERNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 29, 1996

Sue S Werner
Notary Public, State of Texas
My Commission Expires: 2-29-96

SP #5-4537
Goodlettsville, Tennessee

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO
OLD HICKORY CREDIT UNION
1000 INDUSTRIAL ROAD
OLD HICKORY, TENNESSEE 37138-0431

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, City of Goodlettsville, Tennessee and being more particularly described as follows:

Beginning at an existing lead plug in sidewalk at the intersection of the easterly right-of-way line of Two Mile Parkway and the southerly right-of-way line of Wade Circle South; thence,

1. With the southerly right-of-way line of Wade Circle South, N 71° 24' 20" E, 175.03 feet to an existing iron pin; thence,

2. With the westerly line of Lot Three, Revised Section One, Rivergate Vantage as recorded in Plat Book 4660, page 120, Register's Office of Davidson County, Tennessee, S 18° 31' 39" E, 153.63 feet to an existing iron pin; thence,

3. With the southerly line of Lot Three, N 74° 05' 09" E, 8.01 feet to an existing iron pin; thence,

4. With the westerly line of Rivergate Plaza Subdivision as of record in Plat Book 7900, page 215, R.O.D.C., Tennessee, S 18° 00' 52" E, 46.14 feet to an existing iron pin; thence,

5. With the northerly line of Lot One, Omega Subdivision as of record in Plat Book 6050, page 75, R.O.D.C., Tennessee, S 71° 29' 18" W, 182.28 feet to an existing railroad spike in the easterly right-of-way line of Two Mile Parkway; thence,

6. With said right-of-way line, N 18° 37' 28" W, 199.88 feet to the point of beginning and containing 35,334 square feet or 0.811 acres according to a survey prepared by Ragan-Smith-Associates, Inc. dated March 23, 1994.

Being the same property conveyed to Humble Oil & Refining Company by deed of record in Book 4377, page 822, R.O.D.C., Tennessee and also being part of the same property conveyed to Humble Oil & Refining Company by deed of record in Book 4376, page 22, R.O.D.C., Tennessee.

48518
IDENTIFICATION REFERENCE

94 MAY 10 PM 1:02
REGISTER
DAVIDSON COUNTY, TN.

4387 05/10 0101 03CHECK 1355.75

150921.1 BWOOD
074460-001 5/10/94

CERTIFICATE

I, JAMES E. HILL, an Assistant Secretary of Exxon Corporation, HEREBY CERTIFY that the following are exact excerpts from a certification document executed by Roger E. Chandler, Assistant Secretary of Exxon Corporation, on March 30, 1988, in New York, New York, and bearing the seal of said corporation:

At a meeting of the Board of Directors of Exxon Corporation, duly called and held at 1251 Avenue of the Americas, New York, N.Y., on March 30, 1988, at which a quorum was present and voting, the following resolutions were presented and, on motion made and seconded, duly adopted:

"RESOLVED, That, * * * each of the following officers of Exxon Company, U.S.A.:

President of
Exxon Company, U.S.A.;

Executive Vice President of
Exxon Company, U.S.A.; and

Senior Vice Presidents of
Exxon Company, U.S.A.;

shall have full power and authority in the name of the Corporation to execute and deliver any and all instruments and documents which may be required or appropriate in the conduct of the business, operations and affairs of Exxon Company, U.S.A., including, without limitation except as herein provided, instruments pledging the credit of the Corporation, bonds of indemnity, other indemnities, guaranties, affidavits, permits, licenses, applications for permits or licenses, other governmental documents, bids, contracts, deeds of conveyance, encumbrances, mineral leases, other leases, releases, discharges of mortgages or deeds of trust, assignments, transfers of leasehold estates or other interests (including mineral interests) in real or personal property, powers of attorney (including Bureau of Customs powers of attorney) and other delegations of authority, and other instruments or documents, provided, however, that nothing herein shall authorize such officers of Exxon Company, U.S.A. to execute or issue corporate

bonds of indebtedness (secured or unsecured) or capital shares of the Corporation, or any instrument or document effecting any change in the capital structure of the Corporation.

"FURTHER RESOLVED, That, for the purpose of executing and delivering any and all instruments and documents under the authority granted in the preceding resolution, each incumbent of the positions named in the preceding resolution shall be and hereby is constituted a Vice President of Exxon Corporation.

"FURTHER RESOLVED, That the Secretary or any Assistant Secretary of the Corporation is hereby authorized and empowered to prepare, execute and deliver appropriate Certificates certifying that the execution and delivery of any instrument or document pursuant to authority granted in the preceding resolutions have been or are authorized by the Corporation, and to affix the corporate seal to such Certificates."

* * *

I HEREBY CERTIFY That the foregoing is a true record from the minutes of the meeting of the Board of Directors of Exxon Corporation.

I FURTHER CERTIFY That said excerpts are still in full force and effect.

I FURTHER CERTIFY That the following individual now holds and has held since January 1, 1990, the position in Exxon Company, U.S.A. set forth opposite his name:

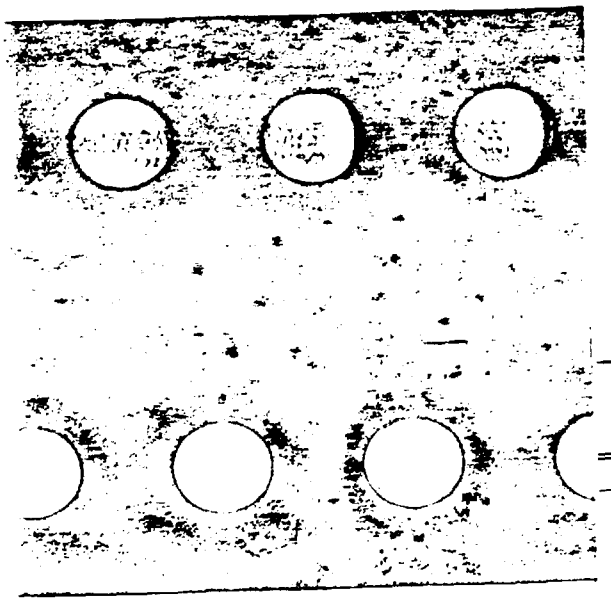
Name	Title
Joe T. McMillan	Executive Vice President

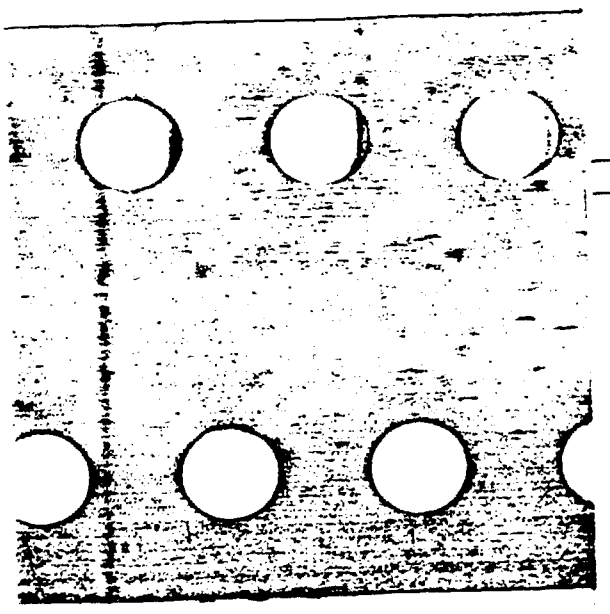
I have hereunto set my hand and affixed the seal of Exxon Corporation this 21st day of April, 1994.

EXXON CORPORATION

By James E. Hill
Assistant Secretary

(Corporate Seal)





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

RECEIVED OF _____

FOR _____

BOOK 9340 PAGE 336

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 357500.00
CON TX 1322.75
PRFEE 1.00
WDEED 32.00
TOTAL 1355.75
CHECK 1355.75
05/10/94 01 13:02 0001 4387

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

48518
IDENTIF. & REFERENCE

94 MAY 10 PM 1:02
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 789434