Box 316

Name + Address New Owner
C. Carroll Hildreth
1466 Mt. Ayr Circle
Bowling Green, KY 42103
Send Tax Bills To:
New Owner

Map + Parcel
81-27.00

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

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

BOOK 9554 PG 43

KNOW ALL MEN BY THESE PRESENTS:

THAT this Special Warranty Deed made this 22 day of December, 1994, 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, as successor in interest to Humble Oil & Refining Company, a corporation created and existing under and by virtue of the laws of the State of Delaware, as successor in interest to Esso Standard Oil Company, a corporation created and existing under and by virtue of the laws of the State of Delaware, as successor in interest to Standard Oil Company of New Jersey, a corporation created and existing under and by virtue of the laws of the State of Delaware, as successor in interest to Standard Oil Company of Louisiana, a corporation created and existing under and by virtue of the laws of the State of Louisiana, with an office and place of business at 800 Bell Street, Houston, Harris County, Texas 77002-7426, hereinafter referred to as "Grantor"; and C. CARROLL HILDRETH AND WIFE, MARY A. HILDRETH, of 1466 MT. AYR CIRCLE, BOWLING GREEN, KENTUCKY 42103, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00) 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 Nashville, County of Davidson, State of Tennessee, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (hereinafter refered to as the "Property").

TOGETHER with the buildings and improvements thereupon, and the rights, easements, alleys, ways, development rights, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TOGETHER with Grantor's rights and interests in streets and highways, abandoned or discontinued, in front of or adjoining the Property and appertaining to the Property.

SUBJECT TO all easements, restrictions, covenants and other matters of record and all matters disclosed by a current survey of the Property.

TO HAVE AND TO HOLD the above described Property unto and to the use of Grantee, its successors and assigns, in fee simple.

AND Grantor warrants specially the Property hereby granted and covenants to execute such further assurances of said Property as may be requisite.

Grantor hereby reserves to Grantor, its successors and assigns, a right of access to the Property for the purpose of undertaking environmental removal or remedial work on the Property. Such access shall be upon reasonable notice to Grantee, and during Grantee's normal operating hours, unless otherwise mutually agreed between Grantor and Grantee or required by law. If Grantor should be required by any governmental agency or should elect to undertake any removal or remedial work on the Property, Grantee, its successors and assigns, shall permit Grantor to have reasonable access to the Property, and shall conduct Grantee's operations in a manner which minimizes, to the extent reasonably possible, interference with the removal or remedial work. Grantor shall provide Grantee with reasonable notice of any planned remediation activities and the opportunity to advise Grantor of any material interference with Grantee's operations caused thereby. Grantor agrees to plan and conduct its removal or remedial work in a manner which minimizes, to the extent reasonably possible, interference with Grantee's operations. Grantor will have no liability to Grantee for any claim, damages or loss, including business losses, losses for interruption of business, lost profits, or consequential damages suffered by Grantee as a result of the loss of existing structures if any governmental mandated remediation requires their removal.

By its acceptance of this deed Grantee covenants and agrees that for a period of fifteen (15) years after the date of this deed, (1) without the prior written consent of Grantor, which consent may be granted or denied in Grantor's sole discretion, Grantee, its successors and assigns, shall not use the Property or any portion thereof for any use other than an industrial use, and in particular not for (a) any purpose that would constitute a "Permitted Use" under any of the "residence" or "residential" zones or zoning classifications set forth in applicable zoning laws as in effect on the date of this deed, or any other residential use, or (b) any non-industrial use, such as, but not limited to, a playground, recreational park, day nursery, group day-care center, school, hotel, inn, retail establishment, such as a shopping center or restaurant, nursing home, rehabilitation center, or community corrections center; and (2) Grantee, its successors and assigns, shall not use the Property or any portion thereof for the storing or handling of petroleum products without giving Grantor at least sixty (60) days prior written notice; and (3) Grantee shall not construct underground parking, basements or excavations under the surface of the Property other than supports and footings for buildings and roads, and utilities (including storm drains and related facilities). This paragraph shall constitute a covenant running with the land for the benefit of Grantor, its successors and assigns.

Whenever used herein, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

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.

BOOK 9554 PG 44

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

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 14th day of December, 199 4.

Lori T. Reasner
Notary Public, State of Texas
My Commission Expires: 3/5/98

Lori F. Reasner
Notary Public
STATE OF TEXAS
My Comm. Exp. 3-5-98

NASHTND DOC 12/02/94

Witness

GRANTEE:

By: C. Carroll Hildreth

Name: C. Carroll Hildreth

Witness

GRANTEE:

By: Mary A. Hildreth

Name: Mary A. Hildreth

STATE OF TENNESSEE §

COUNTY OF Davidson §

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared C. Carroll Hildreth and wife, Mary A. Hildreth, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be the persons within named and that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and Notarial Seal of Office in said State and County, this 22 day of December, 1994.

Notary Public, State of Tennessee

My Commission Expires:

DOUGLAS A. BRACE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Douglas A. Brace
My Commission Expires
January 24, 1998
STATE OF TENNESSEE

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BOOK 9554 PG 46

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 $ 600,000.00, 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: Joe T. McMillan Asst
Name: JOE T. McMILLAN
Title: Vice President

Subscribed and sworn to before me this the 14th day of December, 1994.

Lori F. Reasner
Notary Public, State of Texas
My Commission Expires: 3/5/98

Lori F. Reasner
Notary Public
STATE OF TEXAS
My Comm. Exp. 3-5-98

19850
IDENTIFICATION REFERENCE

1994 DEC 22 PM 2:45
COUNTY CLERK, HARRIS COUNTY, TEXAS

NASHTND DOC 12/02/94

SP #5289
Nashville, Tennessee

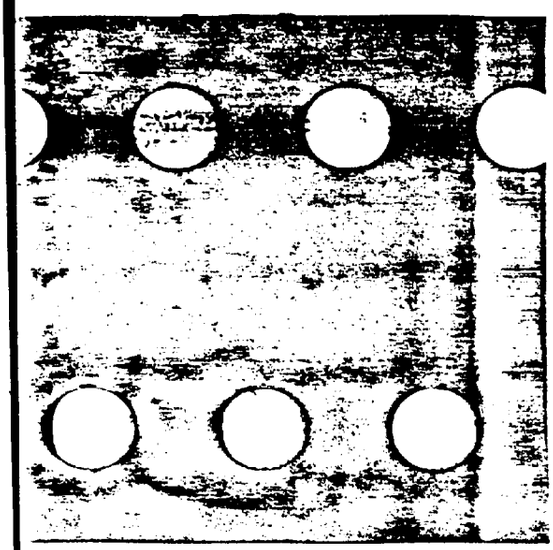
EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO
C. CARROLL HILDRETH AND WIFE, MARY A. HILDRETH BOOK 9554 PG 47
1466 MT. AYR CIRCLE
BOWLING GREEN, KENTUCKY 42103

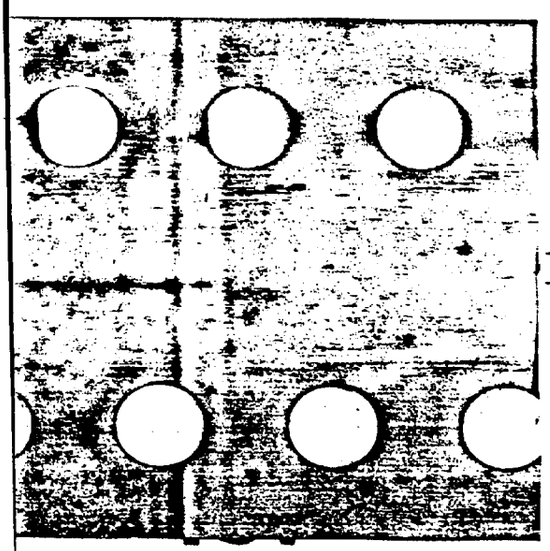
5960 12/22 0101 03CHECK 2241.00

A parcel of land located on Ed Temple Blvd. in the 21st Councilmantic District of Nashville, Davidson County, Tennessee, being further described according to a survey by Walter Davidson & Associates as follows:

Beginning at an iron rod in the Eastern right of way of Ed Temple Blvd. said rod being the intersection of said right of way and the northern property line of the property line conveyed to the State of Tennessee as of record in Book 2302 Page 305 R.O.D.C.T.;thence with said right of way North 04 degrees 14 minutes 00 seconds East a distance of 965.44 feet to an iron rod; thence along the arc of a curve to the right, said curve having a radius of 5,689.58 feet, arc length of 176.77 feet, central angle of 001 degrees 46 minutes 48 seconds, a chord bearing of North 03 degrees 41 minutes 34 seconds East and a chord length of 176.76 feet to an iron rod in the southern right of way of the Illinois Gulf Railroad; thence with said railroad right of way along the arc of a curve to the right, said curve having a radius of 1,447.97 feet, arc length of 531.98 feet, central angle of 021 degrees 03 minutes 01 seconds, a chord bearing of South 47 degrees 06 minutes 09 seconds East and a chord length of 528.99 feet to an iron rod: thence contininuing with said railroad right of way South 36 degrees 25 minutes 58 seconds East a distance of 851.24 feet to an iron rod at the northeast corner of the property conveyed to Metropolitian Development and Housing Agency as of record in Book 8496 Page 190 R.O.D.C.T.; thence with the common line with the M.D.H.A. property North 87 degrees 57 minutes 05 seconds West a distance of 109.94 feet to an iron rod at the northeast corner of the State of Tennesse property; thence South 77 degrees 12 minutes 43 seconds West a distance of 193.44 feet to a large hackberry tree at the end of an fence row; thence with said fence row South 85 degrees 19 minutes 32 seconds West a distance of 679.46 feet to the point of beginning. The above described parcel contains 603,618.80 square feet or 13.857 acres more or less.

Being part of the property conveyed to Standard Oil Company of Louisiana, as an indefeasible Estate of Inheritance in fee simple forever, by Final Decree from the Clerk & Master, Chancery Court, Part Two, Davidson County, Tennessee, Minute Book 28, page 390, dated February 8, 1934, and as of record in Book 930, page 282, Register's Office for Davidson County, Tennessee. The said Standard Oil Compnay of New Jersey, a Delaware Corporation changed it's name to Esso Standard Oil Company, a Delware Corporation on January 28, 1948. Said merger is of record in Book 5816, page 650, Register's Office for Davidson County, Tennessee. Esso Standard Oil Company, a Delaware Corporation, merged into Humble Oil and Refining Company, a Delaware Corporation on December 31, 1959. Said Merger is recorded in the Register's Office for Davison County, Tennessee in Book 5816, page 653. Humble Oil and Refining Company, a Delaware Corporation, merged into Exxon Corporation, a New Jersey Corporation on January 1, 1973. Said Merger was recorded with the Register's Office of Davidson County, Tennessee, in Book 4673, page 644.





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9554 PG 48

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
600000.00
CON TX 2220.00
PRFEE 1.00
WDEED 20.00
TOTAL 2241.00
CHECK 2241.00
12/22/94 01 14:44 0001 5960

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

19850
IDENTIF. & REFERENCE

94 DEC 22 PM 2:45
REGISTER
DAVIDSON COUNTY, TN.

No. 865877