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

NAME & ADDRESS NEW OWNER
Donald E. Burgner
1201 Briley Parkway
Nashville, Tn 37217

Box 36

SEND TAX BILLS TO:
New Owner
204 Ashlawn Court
Nashville, Tn 37215

MAP PARCEL
120-02-079.00
120-02-080.00

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

BOOK 10145 PG 753

KNOW ALL MEN BY THESE PRESENTS:

THAT this Special Warranty Deed made this 22nd day of July, 1996, 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 E. AND RITA G. BURGNER, of 1315 Vultee Boulevard, Nashville, Tennessee, 37217, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of ONE HUNDRED TWENTY SIX THOUSAND AND NO/100 DOLLARS ($126,000) 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. Grantor also quitclaims unto Grantee, its heirs and assigns, all of Grantor's right, title and interest, if any, in and to that certain alley described in Deed recorded in Book 4077 at Page 638 in the Office of the County Clerk, Davidson County, Tennessee.

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 subsisting 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 and all matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose (including but not limited to encroachments, overlaps or boundary line disputes), collectively the "Permitted Encumbrances".

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 reasonably indicated by 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 migrating onto or into the Property 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 after the Effective Date.

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 or remediation; however, Grantor will not prevent the owner of the Property or its tenants from using the Property unless such prevention results from complying with a requirement of any governmental authority. 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, subject to the Permitted Encumbrances.

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

GRANTOR:

EXXON CORPORATION

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

ATTEST: EXXON CO. INCORP. SEP 1 1971

By: William C. Riggs
Name: WILLIAM C. RIGGS
Title: Assistant Secretary

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 22ND day of JULY, 1996.

SUE S. WERNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 29, 2000

Sue S. Werner
Notary Public, State of Texas
My Commission Expires: 2-29-00

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 $126,000.00, 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
Name: JOE T. McMILLAN
Title: Vice President

Subscribed and sworn to before me this the 22ND day of JULY, 1996.

SUE S. WERNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 29, 2000

Sue S. Werner
Notary Public, State of Texas
My Commission Expires: 2-29-00

Witness

Witness

GRANTEE:

By: Donald E Burgner
Name: Donald E. Burgner

By: Rita G Burgner
Name: Rita G. Burgner

STATE OF TENNESSEE §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Donald E. and Rita G. Burgner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be the person(s) 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 31 day of July, 1996.

Notary Public, State of Tennessee
My Commission Expires: 1-25-97

NOTARY PUBLIC
AT LARGE
Richard W. Sebastian
My Commission Expires
January 25, 1997
State of Tennessee

EXHIBIT "A"

PROPERTY DESCRIPTION TO SPECIAL
WARRANTY DEED FROM EXXON CORPORATION
TO DONALD E. AND RITA G. BURGNER
1315 VULTEE BOULEVARD, NASHVILLE, TN37217

TRACT NO. 1

A tract of land in Metropolitan Nashville, Davidson County, Tennessee, being a part of Lot No. 2 on the Resubdivision of Part of Stardust Acres as of record in Book 4350, Page 188, R.O.D.C., Tennessee and being part of Parcel 79 on Metro Tax Map 120-2 and being more particularly described as follows:

Beginning at a P.K. nail set on the westerly right-of-way of Briley Parkway, as widened and the southerly right-of-way of Vultee Boulevard, said P.K. nail being at the end of a short radius curve connecting said rights-of-way; thence,

1. With the westerly right-of-way line of Briley Parkway S3°17'00"W, 142.31 feet to a P.K. nail set at the beginning of a short radius curve; thence,
2. With said curve to the right (radius 20.00 feet) southwestwardly a distance of 10.44 feet to an iron pin set on the northerly right-of-way line of Alley No. 1819 and having a chord bearing and distance of S78°14'28"W, 10.325 feet; thence,
3. With the northerly right-of-way line of Alley No. 1819 N86°48'00"W, 112.57 feet to a P.K. nail set at the southwesterly corner of herein-described tract; thence,
4. With a line severing Lot No. 2 and with the common line of herein-described tract and tract owned by Houston T. Ezell, et ux. Mable W. Ezell N3°17'00"E, 150.00 feet to a P.K. nail set on the southerly right-of-way line of Vultee Boulevard; thence,
5. With the southerly right-of-way line of Vultee Boulevard S86°48'00"E, 107.50 feet to a P.K. nail set at the beginning of a short radius curve; thence,
6. With said curve to the right (radius 25.00 feet) southeastwardly a distance of 16.12 feet to the POINT OF BEGINNING and having a chord bearing and distance of S68°19'25"E, 15.845 feet. TRACT NO. 1 contains 18,348 square feet or 0.421 acres.

Being the same property conveyed to Humble Oil & Refining Company (now Exxon Company, U.S.A.) by deed from Houston T. Ezell and wife, Mable W. Ezell recorded in Book 4077, Page 638, R.O.D.C., Tennessee.

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EXHIBIT "A"

PROPERTY DESCRIPTION TO SPECIAL
WARRANTY DEED FROM EXXON CORPORATION
TO DONALD E. AND RITA G. BURGNER
1315 VULTEE BOULEVARD, NASHVILLE, TN 37217

TRACT NO. 2

A tract of land in Metropolitan Nashville, Davidson County, Tennessee, being a part of Lot No. 19 on the plan of Stardust Acres as of record in Book 1424, Page 92, R.O.D.C., Tennessee and being Parcel 80 on Metro Tax Map 120-2 and being more particularly described as follows:

Beginning at a P.K. nail set on the northerly right-of-way line of Venus Drive at the common corner of Lots 19 and 20 of above-noted Stardust Acres; thence,

1. With the common line between Lots 19 and 20 N3°12'00"E, 170.00 feet to an iron pin set on the southerly right-of-way line of Alley No. 1819; thence,
2. With the southerly right-of-way line of Alley No. 1819 S86°48'00"E, 50.18 feet to a P.K. nail set at the beginning of a short radius curve; thence,
3. With said curve to the right (radius 20.00 feet) southeastwardly a distance of 10.50 feet to an iron pin set on the westerly right-of-way line, as widened, of Briley Parkway and having a chord bearing and distance of S71°45'30"E, 10.381 feet; said iron pin being S3°17'00"W, 25.36 feet from the southeast corner of Tract No. 1 as measured along the westerly right-of-way line, as widened, of Briley Parkway; thence,
4. With the westerly right-of-way line, as widened, of Briley Parkway S3°17'00"W, 162.33 feet to an iron pin set at the beginning of a short radius curve; thence,
5. With said curve to the right (radius 25.00 feet) southwestwardly a distance of 16.05 feet to an iron pin set at the end of said curve and being on the northerly right-of-way line of Venus Drive and having a chord bearing and distance of S74°48'23"W, 15.777 feet; thence,
6. With the northerly right-of-way line of Venus Drive N86°48'00"W, 45.00 feet to the POINT OF BEGINNING. TRACT NO. 2 contains 10,182 square feet or 0.234 acres.

Being the same property conveyed to Humble Oil & Refining Company (now Exxon Company, U.S.A.) by deed from Houston T. Ezell and wife, Mable W. Ezell recorded in Book 4407, Page 229, R.O.D.C., Tennessee.

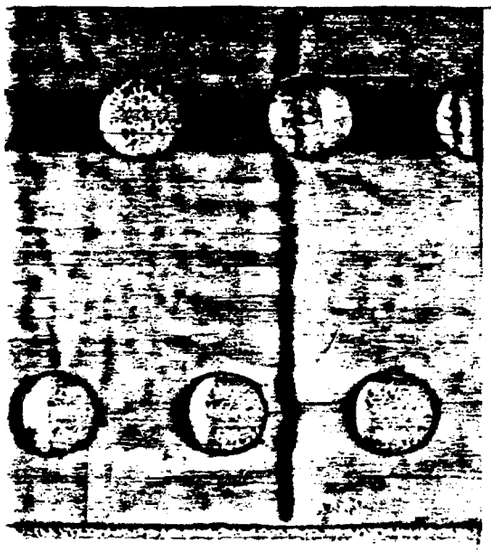
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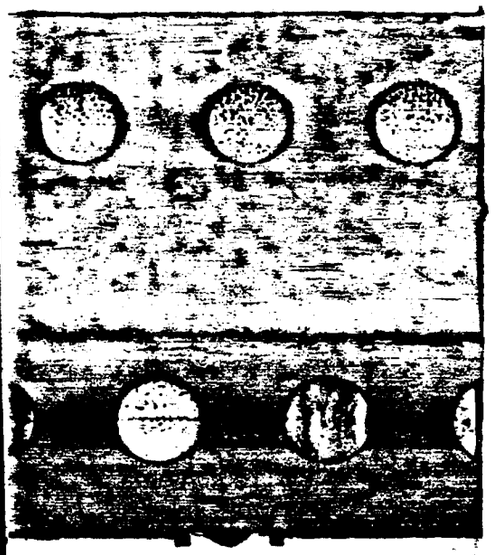
0211007
IDENTIF. & REFERENCE

96 AUG -5 PM 1:14
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

3231 08/05 0101 03CHECK 491.20

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





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

RECEIVED OF _____

FOR _____

BOOK 10145 PG 759

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
				MAMT 126000.00
				VOID
				MAMT 126000.00-
				CAMT 126000.00
				CON TX 466.20
				PRFEE 1.00
				WDEED 24.00
				TOTAL 491.20
				CHECK 491.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/05/96 01 13:20 0001 3231

96 AUG -5 PM 2:14
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. ↑ REFERENCE 0211007

No. 1070802