NEW OWNER:
DAL-MAC PROPERTIES, LLC
2713 LEBANON ROAD
NASHVILLE, TN 37214

SEND TAX NOTICES TO:
SAME

MAP/PARCEL
4D 35050
Map 44
Parcel 12

47

Return to:
CASTLEMAN TITLE & ESCROW, INC.
110 Glancy Street, Suite 112
Goodlettsville, TN 37072

Prepared by:

SP #5-1373
Old Hickory, Tennessee

Lee R. Sussman, Esquire

BOOK 11165 PAGE 826

First X Realty, L.P.
P.O. Box 8216
Waco, Texas 76714

SPECIAL WARRANTY DEED

STATE OF TENNESSEE :

: KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DAVIDSON :

THAT this Special Warranty Deed made this 17th day of September, 1998, by FIRST X REALTY, L.P., a limited partnership created and existing under and by virtue of the laws of the State of Tennessee, with an office and place of business at P.O. Box 8216, Waco, Texas 76714, hereinafter referred to as "Grantor"; and DAL-MAC PROPERTIES, LLC, a Tennessee limited liability company, having an address of P.O. Box 148458, Nashville, Tennessee 37214, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of THREE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS ($330,000.00) 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 Old Hickory, County of Davidson, State of Tennessee, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

BEING the same premises which Exxon Corporation, a New Jersey corporation, by Special Warranty Deed effectively dated October 25, 1996, and recorded with the Register's Office for Davidson County, Tennessee, on November 19, 1997 in Deed Book 10689, Page 851, granted and conveyed unto Grantor.

This conveyance is made by Grantor and accepted by Grantee subject to the right of Grantor and Grantor's predecessor in title, Exxon Corporation ("Exxon") to reenter 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 (collectively the "Permitted Encumbrances").

Grantee acknowledges that during Exxon's ownership of the Property said Property was 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.

Exxon 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.

Exxon will undertake such remediation of the Baseline Condition as Exxon 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. Neither Grantor nor Exxon shall 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 Effective Date, or migrating onto or into the Property after the Effective Date except to the extent such contamination was actually caused by Grantor or Exxon. 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.

Grantee, its successors and assigns, will give Exxon and Grantor not less than five (5) days written notice prior to performing any additional testing to determine the environmental condition of the Property so that Exxon and/or Grantor may have the opportunity to be present and to split test samples. Grantee, for itself, its successors and assigns, further agrees that any such tests shall be conducted in a manner so as not to interfere with Exxon's remediation activities on the Property.

The owner of the Property shall assign to Exxon 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, but only to the extent that Exxon has incurred the cost of remediation.

Exxon 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 Exxon pursuant to this Deed or which a third party or governmental authority may require.

During the period in which Exxon is performing remediation or monitoring activities on the Property, Exxon 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. Immediately upon entering into a contract of sale or lease of the Property, the owner of the Property will provide to Exxon the name(s) and address(es) of the proposed purchaser or lessee of the Property to facilitate the giving of notices and exchanges of correspondence as provided in this paragraph.

EXXON'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 on behalf of itself and Exxon reserves the right of access to the Property, at no cost to Grantor or Exxon, for Grantor and/or Exxon, and/or Grantor's or Exxon's employees, agents and contractors for the purpose of conducting investigation and remediation operations. Exxon 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. Neither Grantor nor Exxon will 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, neither Grantor nor Exxon will 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 Exxon 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 and Exxon, their 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 Exxon'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/or Exxon) and indemnify Grantor and Exxon 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 negligence of Exxon or Grantor. If such property damage, personal injury, or loss results from the joint negligence or willful misconduct of Grantor, Exxon 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 prorated 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 successors, heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied (except any warranties stated in the contract of sale for the Property, which by their terms, survive closing), 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 signed this deed this 17th day of September, 1998, but EFFECTIVE as of this 21st day of ~~September~~ October, 1998, ("Effective Date").

GRANTOR:

FIRST X REALTY, L.P., a Texas limited partnership, by its General Partner:

By: First X Corp., a Texas corporation

By: _____
Mark Harren
Vice President

Attest. Margie Ray
~~(Assistant)~~ Secretary

(Corporate Seal)

GRANTOR'S ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF McLennan) SS:

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Mark Harren and Margie Roy, with whom I am personally acquainted, and who upon oath, acknowledged themselves, respectively, to be the Vice President, and ~~(Assistant)~~ Secretary of First X Corp., a Texas corporation which serves as the General Partner of First X Realty, L.P., a Texas limited partnership, the within named grantor, and that they, as such representatives, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such representatives.

WITNESS my hand and official seal at office in West McLennan County, Texas this 17th day of September, 1998.

My Commission Expires:

10-22-99

Cynthia D. Armstrong
Notary Public

CYNTHIA D. ARMSTRONG
Notary Public, State of Texas
My Commission Expires 10-22-99

EXXON HEREBY JOINS IN THE EXECUTION OF THIS SPECIAL WARRANTY DEED FOR THE LIMITED PURPOSE OF CONFIRMING THE REMEDIATION AND MONITORING OBLIGATIONS WITH RESPECT TO THE PROPERTY ASSUMED BY EXXON IN THIS DEED.

EXXON CORPORATION, a New Jersey corporation

By: R.L. Rick, Vice President 10-9-98

Attest: William C. Riggs
(Assistant) Secretary

(Corporate Seal)

* * * * * * * *

STATE OF :
: SS:
COUNTY OF :

Before me the undersigned authority, this day personally appeared R.L. Rick and William C. Riggs, to me well known and known to me to be an Vice President and (Assistant) Secretary, respectively, of Exxon Corporation, a New Jersey corporation, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said Corporation as such officers; that the seal affixed to said instrument is the corporate seal of said Corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized by said Corporation to execute said instrument and that said instrument is the free act and deed of said Corporation. They are personally known to me or have produced _____ as identification and did/did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the 9 day of October, 1998.

LORI F. HOLMES
MY COMMISSION EXPIRES
March 5, 2002

Lori F. Holmes
Notary Public

My Commission Expires: 3/5/02

Document No.: 0609741.01 09/24/98

GRANTEE:

DAL-MAC PROPERTIES, LLC

By: _____ Chief Manager
~~Member~~ William B. Macke, Jr.
Chief Manager

STATE OF TENNESSEE)
) SS:
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and county aforesaid, this day personally appeared William B. Macke, Jr., Chief Manager, Member, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a ~~Member~~* of DAL-MAC PROPERTIES, LLC, a Tennessee limited liability company, the within named bargain or and that she/he as such ~~Member~~* being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as general partner of the limited partnership.

*Chief Manage

Witness my hand and Notarial Seal of Office in said State and County, this 21st day of ~~September~~ October, 1998.

STEPHANIE G. PORTER
Notary Public, Robertson Co TN
My Comm. Expires Mar 23 2002

Notary Public
My Commission Expires:

98 OCT 22 AM 10:23
DAVIDSON COUNTY, TN.

0502645
IDENTIF. # REFERENCE

Document No.: 0609741.01 09/16/98

STATE OF TEXAS)
)
COUNTY OF McLennan) SS:

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 $330,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT:

FIRST X REALTY, L.P.

By: FIRST X CORP., its general partner

By: _____
Mark Harren, Vice President

Subscribed and sworn to before me this 7th day of September, 1998.

CYNTHIA D. ARMSTRONG
Notary Public, State of Texas
My Commission Expires 10-22-99

Cynthia D. Armstrong
Notary Public
My Commission Expires:

6495 10/22 0101 03CHECK 1264.00

Document No.: 0609741.01 09/16/98

"EXHIBIT A"

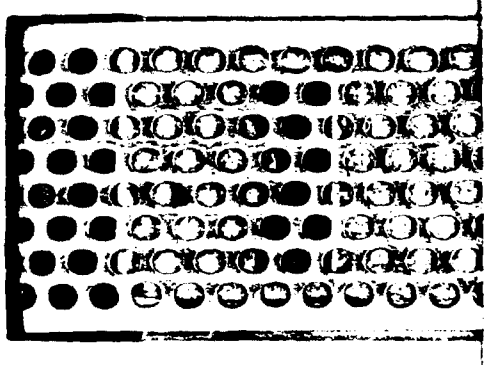
Land in the 4th Civil District of Davidson County, Tennessee, being part of Tract 18 of the property of Nashville Industrial Corporation in Old Hickory, Tennessee, described according to a survey made by Parrish-Ragan, Inc., January 5, 1970, as follows:

Beginning at a concrete Highway Department monument on the northerly margin of Robinson Road and the intersection of the new right-of-way of Old Hickory Boulevard, said monument being 35 feet north of the original center line of Robinson Road; thence with the new margin of Old Hickory Boulevard, north 11° 14' West 131.70 feet to a concrete Highway Department monument on the original southerly margin of Old Hickory Boulevard; thence to the right with an interior angle of 122° 33' with the southerly margin of Old Hickory Boulevard, north 46° 13' east 534.10 feet to an iron stake, being the southwesterly line of the property conveyed to Old Hickory Box & Lumber Company by deed from Marium Richardson Sanders, et al, of record in Book 4317, page 522, Register's Office for said County; thence with said line to the right with an interior angle of 90° 53', south 44° 40' east 884.50 feet to an angle iron in the northwesterly line of the property conveyed to Old Hickory Box & Lumber Company by deed of correction from Nashville Industrial Corporation, of record in Book 2864, page 280, said Register's Office; thence with said line to the right with an interior angle of 89° 54', south 45° 26' west 87.20 feet to an angle iron on the northerly margin of Robinson Road; thence to the right with an interior angle of 123° 40' to the long chord of a curve (bearing of north 78° 14' west 939.20 feet) having a radius of 1181.28 feet, 965.92 feet around said curve to the point of beginning and making an interior angle of 113° 00' to the long chord of said curve with the first call of this survey, containing 6.21 acres, more or less.

INCLUDED IN THE ABOVE DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, is the following described tract conveyed to Gene Jackson, W. C. Langford and Billy R. Jones, Trustees of the Old Hickory Assembly of God, by deed from Exxon Corporation, a New Jersey corporation, of record in Book 5223, page 11, Register's Office for Davidson County, Tennessee:

Commence at a concrete Highway Department Monument on the northerly margin of Robinson Road at the intersection of the new right-of-way of Old Hickory Blvd., said monument being 35 feet north of the original centerline of Robinson Road, being a tract of land in Old Hickory, Davidson County, Tennessee, and part of the land conveyed to Nashville Industrial Corp. (a Delaware corp.) by Deed of record in Book 749, Page 249, R.O.D.C. Tennessee; thence run N 11° 14' W a distance of 131.70 feet to a point; thence run N 46° 13' E a distance of 250.0 feet to the point of beginning; Thence continue N 46° 13' E a distance of 284.1 feet to a point; Thence run S 44° 40' E a distance of 884.5 feet to a point; Thence run S 45° 26' W a distance of 87.20 feet to the northerly right-of-way of Robinson Road; thence to the right along a curve to the left (the northerly right-of-way of Robinson Road) a distance of 610.39 feet and radius of 1181.28 feet (long cord bearing N 69° 37' 11" W and length of 603.99 feet) to a point; Thence run N 3° 16' E a distance of 72.0 feet to a point; Thence run N 43° 47' W a distance of 293.0 feet to the point of beginning, containing 4.61 acres, more or less.

Being the same property conveyed to First X Realty, L.P,, a Texas limited partnership, by deed from Humble Oil & Refining Company, of record in Book 10689, page 851, Register's Office for Davidson County, Tennessee.



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

RECEIVED OF _____

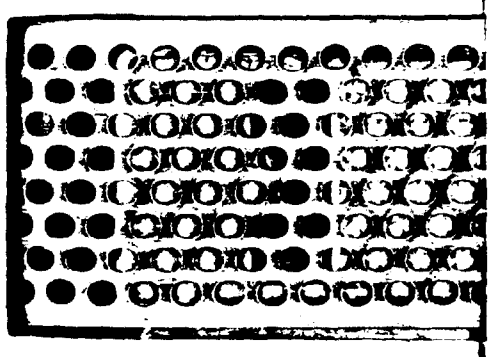
FOR _____

BOOK 11165 PAGE 836

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	
			330000.00	
			CON TX	1221.00
			PRFEE	1.00
			TDEED	40.00
			ERR	CO
			TDEED	40.00-
			WDEED	40.00
			CFEE	2.00
			TOTAL	1264.00
			CHECK	1264.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 10/22/98 01 10:36 0001 6495



0502645
IDENTIF. # REFERENCE

98 OCT 22 AM 10 23
BILL OF REGISTER
DAVIDSON COUNTY, TN.

No. 1361697