WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable considerations, cash in hand paid by HOWARD B. FOSHEE AND WIFE, ZOLA L. FOSHEE(hereinafter called Grantees), the receipt of which is hereby acknowledged, I, Ford N. McNeill Jr (hereinafter called Grantor), have bargained and sold and by these presents do transfer and convey unto the said Howard B. Foshee and wife, Zola L. Foshee, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

> Being Lot No. 202 on the Plan of Section I, Caldwell Country Estates, of record in book 2663, pages 68 and 69, Register's Office for said County.
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> Said lot No. 202 fronts 95 feet on the south side of Briarwood Drive and runs back 383.2 feet on the west line and 395 feet on the east line, to a dead line in the rear on which it measures 148.1 feet thereon, and said dead line being a broken line.
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> Being the same real property conveyed to Ford N. McNeill, Jr. by deed from Greer Development Corporation, dated February 18, 1959, filed February 19, 1959, and recorded in book 2877, page 333, said Register's Office.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said Howard B. Foshee and wife, Zola L. Foshee, their heirs and assigns, in fee simple forever.

And I do covenant with the said Howard B. Foshee and wife, Zola L. Foshee, that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it and the same is unencumbered except: 1962 State and County taxes which have been pro-rated as of date of deed, and the entire amount assumed by the grantees; twenty-foot easement for public utility purposes along rear line of premises; anchor easements at northeast and northwest corners, 40-foot building setback line from Briarwood Drive, and conditions of owners certificate, as shown on plan of record in book 2663, pages 68 and 69, Register's Office for Davidson County, Tennessee; restrictive covenant contained in an instrument executed by James B. Caldwell & Company, dated February 8, 1950, filed February 10, 1950, and recorded in book 1788, page 108, Register's Office for Davidson County, Tennessee;

restrictive covenants contained in an instrument executed by Greer Development Corporation, dated August 25, 1958, filed August 29, 1958, and recorded in book 2802, page 369, Register's Office for Davidson County, Tennessee. Reference is made to all of the above and this conveyance is made subject thereto.