WARRANTY DEED

BOOK 4321 PAGE 848

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Harold W. Seymore et ux (NAME)	Harold W. Seymore (NAME)	Map. 62
Pennington Bend Road (STREET ADDRESS OR ROUTE NUMBER)	Pennington Bend Rd. (STREET ADDRESS)	P/O Par. 15
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37214 (CITY) (ZONE) (STATE)	PW

For and in Consideration of the sum of TEN AND NO/100 ($10.00)---------- *DOLLARS*

and other good and valuable considerations accepted as cash, receipt of which is hereby acknowledged.

This Instrument Was Prepared By

Leroy W. Pedigo

Of The Law Firm Pedigo & Sandon
Stahlman Building: Nashville, Tennessee

We, Porter J. Weakley and wife, Dorothy C. Weakley, *have bargained and sold, and by these presents do transfer and convey unto the said* Harold W. Seymore and wife, Mary Martha Seymore, their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Land in Davidson County, Tennessee, being parts of Lots Numbers 4 and 5, on the Plan of Robert Young's Farm as of record in Book 421, page 140, Register's Office for said County, described according to a survey made by Raymond P. Smith, County Surveyor, March 23, 1966, as follows:

Beginning at a railroad spike in the center of Pennington Bend Road, being the northeast corner of the property conveyed to Donald R. Hall and wife, of record in Book 4010, page 823, Register's Office for said County; thence with the center of said road, southeasterly 472.8 feet; thence south 59° 30' west 576.6 feet, more or less; thence north 11° 00' east 564 feet, more or less, to the beginning, containing 3 acres, more or less.

Being part of the real property conveyed to Porter J. Weakley and wife, Dorothy C. Weakley, by deed from Mrs. Marietta W. Young of record in Book 2441, page 565, Register's Office for said County.

The above described property is conveyed subject to the following restrictions and covenants:

1. This parcel of land shall be used for residential purposes only.
2. No building shall be located nearer to the front line or nearer to the side line than required by the zoning laws and regulations of the governing body having jurisdiction.
3. The ground floor area of any residential building, exclusive of garages, porches, or carports, shall not be less than 1800 square feet, except residential buildings with garage facilities in a basement area, in which case the living area shall not be less than 2000 square feet.

(Continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 16,500.00

Subscribed and sworn to before me, this the 29th day of March, 1967

Affiant

My commission expires: May 17, 1971 (Affix Seal)

Notary Public

4. All residential buildings shall have masonry or concrete foundations and at least 50% of the exterior wall area shall be of brick veneer or stone veneer construction.
5. Any residence erected on this parcel of land must have a two-car garage or carport attached thereto, except those residences which have garage facilities in the basement.
6. No more than one residence shall be erected or maintained on this parcel of land and no trailer, basement, tent, garage or other outbuildings shall be used as a residence temporarily or permanently.
7. Livestock or fowl may be maintained upon this parcel of land, provided same is not offensive to neighbors.
8. No noxious or offensive trade shall be carried on upon this tract of land or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. The seller hereby reserves the right to cut grass and weeds on any unimproved parcel of land.
10. In conjunction with every residential building, there shall be installed an individual water system meeting the requirements of the governing body having jurisdiction, until or unless a system of city water is provided.
11. In conjunction with every residential building, there shall be installed an individual sewage disposal system meeting the requirements of the governing body having jurisdiction, until or unless a system of sanitary sewers is provided for sewage disposal.
12. It shall be obligatory upon the owner of the parcel of land to consult with the authorities of the governing body having jurisdiction before any driveways, culverts or other structures or grading are constructed within the limits of any dedicated roadways, and such placements or construction shall be done in accordance with the requirements of the governing body having jurisdiction in order that any roads or streets within the area which shall be attached by such placement or construction may not be disqualified for acceptance in the road system of the governing body having jurisdiction.
13. This parcel of land as shown hereon shall not again be subdivided, resubdivided, altered or changed so as to produce less area than hereby established.
14. All of the restrictions and provisions hereinabove set forth may be amended at any time and from time to time by any three parcel owners. The restrictive covenants as amended from time to time may be enforced by any parcel owner. Any failure to enforce these restrictions because of any violation shall not be deemed a waiver of such right as to any subsequent or other violation, said right being a continuing one.
15. Invalidation of any one of these covenants by proper court decree, or otherwise, shall in no wise affect any of the other provisions herein contained, it being intended in any such event that all other restrictions set out herein shall remain in full force and effect.
16. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them to January 1, 1986.

APR-15 1985 S'TAX CONV 20,500.00 B* 27.30
APR-15 1985 PR FEE B* .50
APR-15 1985 W'DEED B* 6.00 * 33.80

A35589

IDENTIF. REFERENCE
Tyler /
8 24 AM '69
FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

unimproved ( )
This is improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town) .....

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Harold W. Seymore and wife, Mary Martha Seymore, their *heirs and assigns, forever.*

And we *do covenant with the said* Harold W. Seymore and wife, Mary Martha Seymore, *that* we are *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.*

And we, Porter J. Weakley and wife, Dorothy C. Weakley, *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Harold W. Seymore and wife, Mary Martha Seymore, their *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand* s *this* 29th *day of* March, *19* 69, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Porter J. Weakley

Dorothy C. Weakley

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Arthur Jones, Jr., a Notary Public in and for said County and State, the within named Porter J. Weakley and wife, Dorothy C. Weakley,

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 29th day of March, 19 69.

Arthur Jones, Notary Public.

Commission Expires May 17, 1971

STATE OF
COUNTY OF

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named .....

.....

.....

the bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., this..... day of....., 19.....

....., Notary Public.

Commission Expires.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared....., with whom I am personally acquainted, and who, upon oath, acknowledged.....self to be..... .....of the ....., the within named bargainor, a corporation, and that .....he as such....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by.....self as.....

Witness my hand and seal, at office in.....,
this.....day of....., 19.....

.....
Notary Public

Commission Expires.....