WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Third Nat'l Bank, Trustee (NAME)	Third National Bank (NAME)	Map. 163-7
P. O. Box 76 (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 76 (STREET ADDRESS)	Par. 109
Nashville, Tennessee 37202 (CITY) (P. O ZONE) (STATE)	Nashville 37202 Tennessee (CITY) (ZONE) (STATE)	

BOOK 4475 PAGE 677

FOR AND IN CONSIDERATION of the sum of FIVE and NO/100 ($5.00) DOLLARS, cash in hand paid and other good and valuable considerations, receipt of all of which is hereby acknowledged, the undersigned, May Elizabeth Caldwell Flintoff and husband, Harold R. Flintoff, have bargained and sold, and by these presents, do transfer and convey unto Third National Bank in Nashville, as successor trustee under the Trust Agreement dated December 23, 1932, between Horace G. Hill and Nashville and American Trust Company, as amended by Supplemental Trust Agreement dated August 14, 1935, and other amendments, and to Horace G. Hill, Jr., and Third National Bank in Nashville as co-trustees (the latter being successor trustee to Nashville Trust Company) under Trust Agreement dated May 11, 1948, between May Elizabeth Caldwell Flintoff, trustor, and Horace G. Hill, Jr., and Nashville Trust Company, co-trustees; and to May Elizabeth Caldwell Flintoff, individually, as tenants in common in the respective undivided shares, or proportions, as hereinafter set out, their successors, heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being a parcel of land in the 8th Civil District, Nashville, Davidson County, Tennessee, located on the southerly margin of Hillwood Boulevard, 225 ft. more or less westerly of the intersection of Hillwood Boulevard and Kendall Drive, and being more particularly described as follows:

Beginning at a point on the southerly margin of Hillwood Boulevard 50 ft. northwesterly

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 47,815.73

Subscribed and sworn to before me, this the 1 day of July, 19 71

Affiant

My commission expires: 5-5-71

(Affix Seal)

Notary Public

from the northwest corner of Lot 281 as shown on the recorded plan of Hillwood Estates, Section 16, of record in Book 3300, Page 89, R.O.D.C.

Thence, in a southwesterly direction and 50 ft. west of and parallel to the westerly line of said Lot 281, S 15° 54' W, 90 ft. more or less to a point,

Thence, continuing in a southwesterly direction and 50 ft. west of and parallel to the westerly line of said Lot 281, S 2° 00' W, 530 ft. more or less to the beginning of a curve,

Thence, with said curve to the right having a radius of 150 ft. for a distance of 120 ft. more or less to the beginning of a curve,

Thence, with said curve to the right having a radius of 355 ft. for a distance of 250 ft. more or less to the beginning of a curve,

Thence, with said curve to the right having a radius of 275 ft. for a distance of 250 ft. more or less to the rear corner of Lots Nos. 269 and 270, as shown on the recorded plan of Hillwood Estates, Section 11, of record in Book 2663, Page 38, R.O.D.C.

Thence, in a northwesterly direction with the rear line of said Lot 270, N 39° 30' W, 259.5 ft. to the rear corner of Lots Nos. 270 and 271 as shown on said plan,

Thence with the rear line of said Lot 271, N 21° 24' W, 148.8 ft. to the rear corner of Lots Nos. 271 and 277, as shown on said plan,

Thence with the rear line of said Lot 277, N 14° 00' E, 210 ft. to the rear corner of Lots Nos. 277 and 284,

Thence, with the rear line of said Lot 284, as shown on the recorded plan of Hillwood Estates, Section 16, of record in Book 3300, Page 89, R.O.D.C., N 79° 50' E, 423.09 ft. to a point,

Thence, N 32° 33' E, 209.42 ft. to the southerly margin of Hillwood Boulevard,

Thence with a curve to the left having a radius of 687.98 ft. for a distance of 200 ft. more or less, to the point of beginning.

Containing 9.7 acres more or less, according to a survey made by Barge, Waggoner and Sumner, Inc., dated September 17, 1969.

Being part of the real property conveyed by deed from H. G. Hill and wife of record in Book 731, Page 542, said Register's Office, and being the same land conveyed to May Elizabeth Caldwell Flintoff by deed of H. G. Hill Realty Company of record in Book ____, Page ____, said Register's Office.

This is unimproved property known as 515 Hillwood Boulevard, Nashville, Tennessee 37205.

The said May Elizabeth Caldwell Flintoff shall have for a term of fifteen (15) years from the date of deed the right of first refusal to purchase any part or all of the remaining portion of tract known as 103-9-66 on Davidson County Tax Assessor's records whenever seller shall receive a firm offer to purchase any part or all of the remaining portions of Tract 103-9-66 which seller is willing to accept. Such right of first refusal must be exercised within sixty (60) days of notification by seller that such firm offer has been received and the conditions of such offer.

Selling price shall include any water tapping rights which seller may have applying to the land being purchased.

It is understood and agreed that the grantees shall consult with the Davidson County Highway Department before the installation of any driveway, culvert, or other structure within the dedicated roadway, and such placement or construction shall be done in accordance with the rules and regulations of said Highway Department.

This conveyance is made subject to one-hundred foot building setback line from Hillwood Boulevard.

The land herein conveyed is sold and conveyed subject to the following covenants and restrictions, in which "grantor" as used therein means H. G. Hill Realty Company, and which are hereby agreed and declared to be and constitute covenants running with the land, binding on the grantees and the heirs, successors or assigns of grantees for a period of twenty-five years from and

after December 31, 1955, to-wit:

1. Said land shall be used for residential purposes only; and only one house is to be erected or constructed on said land above described, and no outhouse or outhouses are to be erected or constructed on said above described property, other than a garage which shall be in strict harmony with the residence built on said lot. No building or buildings shall be nearer than 25 feet to the side lines or rear line of the lot, and said garage shall in no event be in front of the building line established for residences, as hereinabove set out; the doors or the entrance to the garage shall not face upon Hillwood Boulevard.

2. A one store residence shall contain not less than 2,000 square feet area on first floor, plus an attached garage of not less than 400 square feet of area. A one story residence with basement garage shall contain not less than 2,200 square feet of area, exclusive of basement and attic area. A two story residence shall contain not less than 1,600 square feet area on first floor and not less than 800 square feet area on second floor, plus an attached garage of not less than 400 square feet of area. A two story residence with basement garage shall contain not less than 1,800 square feet of area on first floor and 800 square feet of area on second floor exclusive of basement and attic area. No apartment house, duplex, or other multiple dwelling house or boarding house, nor any commercial enterprise, shall be constructed, operated or maintained on the above described property.

3. All buildings erected on said land must follow a distinctive design, the garage must harmonize with the residence. Plans and specifications and location plot plans must be submitted to and approved by grantor, its successors or assigns, prior to commencement of excavation or construction on said land. No building shall be constructed or maintained on said land unless plans and specifications and plot plans have been submitted and

approved as aforesaid and unless construction of said building has been prosecuted and completed in strict accord with the approved plans and specifications. All construction work must be prosecuted with all due diligence and no incomplete structures shall be permitted to exist nor shall same be maintained upon said land for a period longer than ninety (90) days after cessation of actual construction work thereon in the manner and by the customary number of workmen usually employed in constructing houses in said Hillwood Estates Subdivision.

4. No concrete block, concrete, or plastered building foundation shall be visible above the ground level.

5. It shall not be permissible to erect a temporary building on said property and no garage or garage house shall be permissible or occupied or erected or maintained on said property except as an adjunct to or for use and occupancy by the occupant of the residence house on said property.

6. No cows, swine or other nuisance shall be permitted to be kept on said property, and the premises shall not be used for the raising or maintenance of any live stock, poultry or fowls.

In the event one or more of the foregoing restrictions are declared to be null and void, or unconstitutional, by any court of competent jurisdiction in a suit involving said property or said restrictions, all other restrictions shall be and remain in full force and effect.

Said trustees shall be and are hereby fully authorized and empowered to sell, transfer and convey their interests in said property without the joinder of any beneficiary or the necessity of obtaining the authority or approval of any court.

The interests of the respective grantees as tenants in common in the above described property are as follows:

1. Third National Bank in Nashville, as successor trustee under Trust Agreement dated December 23, 1932, between Horace G. Hill and Nashville and American Trust Company as trustee, as amended by Supplemental Trust Agreement dated August 14, 1935 - $15,000.00.

2. Horace G. Hill, Jr. and Third National Bank in Nashville, as co-trustees under Trust Agreement dated May 11, 1948, between May Elizabeth Caldwell Flintoff, trustor, and Horace G. Hill, Jr., and Nashville Trust Company, co-trustees - $32,815.73.

3. May Elizabeth Caldwell Flintoff, to the extent, if any, that the net proceeds of any future sale of the property exceed the total of the above mentioned two amounts aggregating $47,815.73, it being the intent hereof that May Elizabeth Caldwell Flintoff's individual interest as tenant in common in said property will be subject to payment in full to the two trusts in their respective amounts or proportions of any sale price hereafter received for said property before the said May Elizabeth Caldwell Flintoff shall be entitled to any portion of any such proceeds of sale.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Third National Bank in Nashville, as successor trustee under the Trust Agreement dated December 23, 1932, between Horace G. Hill and Nashville and American Trust Company, as amended by Supplemental Trust Agreement dated August 14, 1935; and to Horace G. Hill, Jr., and Third National Bank in Nashville as co-trustees under the Trust Agreement dated May 11, 1948, between May Elizabeth Caldwell Flintoff, trustor, and Horace G. Hill, Jr. and Nashville Trust Company, co-trustees (the said Third National Bank in Nashville having succeeded said trust company as co-trustee); and to May Elizabeth

Caldwell Flintoff, individually, their successors, heirs and assigns, forever.

And we, the undersigned grantors, do hereby covenant with said grantees that we are lawfully seized and possessed of said realty in fee simple; have a good right to convey it, and the same is unencumbered.

And we, the undersigned grantors, do further covenant and bind ourselves and our heirs and personal representatives, to warrant and forever defend the title to the said land to the said grantees, their heirs, successors, personal representatives and assigns, against the lawful claims of all persons whomsoever.

WITNESS OUR HANDS this 20th day of December, 1970.

B02914

IDENTIF. REFERENCE

JAN 25 10 15 AM '71

FELIX A. HAMILTON REGISTER DAVIDSON COUNTY, TENN.

May Eliz. Caldwell Flintoff
MAY ELIZABETH CALDWELL FLINTOFF

Harold R. Flintoff
HAROLD R. FLINTOFF

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

JAN25	CONV	47,815.77		
JAN25	S'TAX		A* 124.28	
JAN25	PR'FEE		A* .50	
JAN25	W'DEED		A* 10.50	* 135.28

Personally appeared before me, H. D. Thompson, a Notary Public in and for said county and state, the within named May Elizabeth Caldwell Flintoff and Harold R. Flintoff, 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 20th day of December, 1970.

H. D. Thompson
Notary Public

H. D. THOMPSON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires:
January 30, 1974

This instrument was prepared in the office of Barksdale, Whalley, Leaver Gilbert & Frank
SEVENTH FLOOR
Third National Bank Building
Nashville, Tennessee 37219

By