WARRANTY DEED

ATTORNEYS TITLE COMPANY
Nashville, Tn. 37201

This instrument prepared by Geo. H. Cate, Atty. 510 Stahlman Bldg.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
T. Edward Potts & W. S. Kelley	Same	Map 60-1
(NAME:) Suite 332 - 100 Oaks	(NAME;) Office Area, Bldg.	Parcels 171
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tn.	(STREET ADDRESS)	and 172
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Ten & No/100 - ($10.00) - - - - - - - - - - - - - - - - - - DOLLARS and other considerations paid by T. Edward Potts and W. S. Kelley, the receipt of all of which is hereby acknowledged, the undersigned, Colony Homes, Inc., a Tennessee Corporation,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $5700.00.

Colony Homes Inc. By Herman D Cate Jr

Subscribed and worn to before me, this the 11th day of Feb. 1971.

Geo. H. Cate

Notary Public

My Commission Expires: July 23, 1974

has ~~bargained~~ bargained and sold, and by these presents do transfer and convey unto the said T. Edward Potts and W. S. Kelley, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Parcel No. 1: Being Lot No. 104 on the Plan of Golden Valley Estates, Section 1, as of record in Book 4175, Page 142, Register's Office for said County.
Said Lot No. 104 fronts 54.76 feet on the northerly margin of Ewingdale Drive and extends back 135.6 feet on the westerly line and 149.76 feet on the easterly line to a broken line in the rear measuring 64.69 feet thereon.
Being the same property conveyed to Colony Homes, Inc., by deed from Lewis Gaines, Trustee, of record in Book 4454, Page 533, Register's Office for Davidson County, Tennessee.

Parcel No. 2: Being Lot No. 105 on the Plan of Golden Valley Estates, Section 1, as of record in Book 4175, Page 142, Register's Office for said County.
Said Lot No. 105 fronts 54.47 feet on the northerly margin of Ewingdale Drive and extends back 149.79 feet on the westerly line and 143.93 feet on the easterly line to a broken line in the rear measuring 63.10 feet thereon.
Being the same property conveyed to Colony Homes, Inc., by deed from Lewis Gaines, Trustee, of record in Book 4454, Page 536, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictions of record in Book 4447, Page 108, R.O.D.C., Tennessee, and as amended in Book 4447, Page 594, R.O.D.C., Tennessee, in addition there shall be a Lien upon the property conveyed herein for the payment of any charges of sewer services owing to Parkwood Service Company, its successors and assigns, and it is the intention of this instrument to expressly retain a Lien upon the property herein conveyed for such purposes, and on each separate lot or parcel of land uniform outside the Golden Valley

Estates, Section 1.

Said covenant is as follows:

Now, so as to provide funds to insure to all property owners continuous and uninterrupted service, a lien is hereby retained on each and every parcel of land conveyed in this subdivision, and all purchasers thereof agree, for themselves, their heirs, executors and assigns, that their separate properties, that is each lot or parcel of land on which improvements have been made, are impressed with a lien to Parkwood Service Company for such sewage service charges. Such lien shall be accumulative and shall continue in full force and effect, irrespective of any Statute for Limitations for the institution of suit, until all charges are paid in full, and shall continue and be binding on any purchasers of the property, and shall be enforceable in any Court of law and equity, and any unpaid balance shall bear _____ percent from the date due. However, the lien herein established and declared shall be subordinate and secondary to any subsisting valid, outstanding and existing first placed mortgage on the property at any time, but not subordinate to any other lien, contractual or impressed by law.

This lien and covenant shall run with the land and continue to exist so long as Parkwood Service Company or its successor is furnishing sewage service to the property.

This is unimproved (X) improved ( ) property, known as _____ Nashville, Tn.
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said T. Edward Potts and W. S. Kelley, their _____ heirs and assigns, forever.

And we do covenant with the said T. Edward Potts and W. S. Kelley 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, Colony Homes, Inc. do further covenant and bind ourselves, our successors and assigns, ~~heirs and representatives~~, to warrant and forever defend the title to the said land to the said T. Edward Potts and W. S. Kelley, their heirs and assigns against the lawful claims of all persons whomsoever.

Witness our hand this 11th day of February, 1971

COLONY HOMES, INC.

By: Herman J. Cobb Jr. V.P.

H. T. Cobb, Jr., Vice-President

STATE OF TENNESSEE
Davidson County.

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 ....., Tennessee, this ..... day of ....., 19.....

....., Notary Public

Commission Expires .....

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
Davidson County

Before me, Geo. H. Cate, a Notary Public within and for the State and County aforesaid, personally appeared H. T. Cobb, Jr., ~~and~~ _____ with whom I am personally acquainted and who upon (his oath ~~their several oaths~~) acknowledged (himself ~~themselves~~) to be the Vice-President ~~and~~ _____ ~~respectively~~ of the Colony Homes, Inc., the within named bargainor, a corporation, and that (he ~~they~~) as such Vice-President ~~and~~ _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said H. T. Cobb, Jr., as such Vice-President, ~~and attesting the same by the said~~ _____ ~~and~~ _____

Witness my hand and official seal at office at Nashville, Tennessee on this the 11th day of February, 1971

My commission expires July 23, 1974

Geo. H. Cate
Notary Public

GATE CITY DAY

FEB 11 ☰	CONV	*5,700.00			
FEB 11 ☰ S'TAX			A*	14.82	
FEB 11 ☰ PR'FEE			A*	.50	
FEB 11 ☰	W'DEED		A*	6.00	* 21.32

WARRANTY DEED

FROM

Colony Homes, Inc.,

TO

T. Edward Potts and W. S. Kelley

B 0 4 4 9 9

IDENTIF. REFERENCE

FEB 11 2 16 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Attorneys TITLE COMPANY, INC.
NASHVILLE, TENN.