THIS INSTRUMENT PREPARED BY:
J. C. DALE, JR., ESQ.
711 Nashville City Bank & Trust Bldg.
Nashville, Tn 37201

BOOK 4648 PAGE 211

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Frank C. Davis, Jr.	Same	Map 51
Gallatin Road P. O. Box 5128	(NAME:)	Parcel p/o 157
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn 37206	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Thirty-One Thousand Three Hundred Sixteen ($31,316.00) ---------- *DOLLARS* cash in hand to it paid by Frank C. DAvis, Jr., sometimes hereinafter called "Grantee", receipt of which is hereby acknowledged, the undersigned Madison Suburban Utility District, a public corporation or municipality organized and existing under Title 6, Chapter 26 of Tennessee Code Annotated, sometimes hereinafter called "Grantor", in the exercise of powers granted to said District and duly adopted resolution of its Board of Commissioners, has, subject to the permanent easement hereinbelow expressly reserved,

OCT 19 72 CONV 31,316.00
OCT 19 72 S'TAX A* 81.38
OCT 19 72 PR'FEE A* .50
OCT 19 72 W'DEED A* 6.00 * 87.88

~~have~~ does *bargained and sold, and by these presents* ~~do~~ *transfer and convey unto the said* Frank C. Davis, Jr., and to his *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Land lying in the former 11th Civil District of Davidson County, Tennessee being part of Lot No. 3 on the Plan of the Lands of Anne O. Love, deceased, as of record in Minute Book 7, Page 176, County Court Clerk's Office for said County, described according to a survey made by Barge, Waggoner, Sumner & Cannon, Inc., Engineers, dated March 16, 1972, not of record, as follows:

Beginning at an iron pin in the NOrtherly line of the St. Joseph School property, a distance of 584.99 feet* from the easterly right-of-way line of the Gallatin Road, same being the Northeast corner of the St. Joseph School property, thence South 75° 1' 4" East 481.58 feet to a point in said line as extended; thence South 14° 58' 56" West 401.29 feet to a point in the Northerly line of the property of Newman Cheek and Mary S. Hayes; thence North 38° 27' 44" West 142.53 feet to an iron pin and existing fence post; thence North 60° 55' 23" West 197.97 feet to an iron pin and existing fence post; thence South 76° 15' 43" West 144.89 feet to an iron pin; thence North 6° 53' 25" East 341.17 feet to the point of beginning, containing 3.3 acres, more or less, and being a part of the First Tract conveyed by the Lakewood Water Company to the Madison Suburban Utility District of Davidson County, Tennessee, by deed recorded July 19, 1939, in Book 1129, Page 11, Register's Office for Davidson County, Tennessee

* (The call for 584.99 feet is approximate.)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 31,316.00

Subscribed and sworn to before me, this the 16th day of October 1972.

Affiant

My commission expires: 2-23-75 (Affix Seal)

Notary Public

The permanent easement herein reserved is a twenty (20') foot easement reserving to Grantor, its successors and assigns, the perpetual right, at anytime, to enter upon, construct, install, maintain, and repair existing water mains, lines, connections, fittings, and the like, for the conveying of water over, through, and under said easement, and the right to excavate and refill ditches and trenches and to remove any obstructions interfering with such use of the easement premises. The easement reserved is described as follows:

The center line of said twenty (20') foot easement so reserved commences at a point in the east boundary of the above described tract 50 feet, more or less, North of the Southeast corner of said tract, where the existing 12" water main of Grantor crosses said East boundary from the tract adjoining on the East; and runs Southwesterly following the said water main 40 feet, more or less, to the Southerly boundary of the above described tract.

Grantee shall have the use of the easement premises for any purpose except that no building or improvement will be placed thereon which would prevent free access to the easement premises for the purposes herein provided. Grantor will promptly clean up and restore the easement premises to their former condition as nearly as possible after each use thereof. Grantor will indemnify Grantee against any claims and actions arising out of any damage to property or person due to negligence of Grantor, its employees and agents, in the authorized use of the easement premises, except such damages as may be caused or contributed to by the conduct of the Grantee, his employees and agents.

unimproved (X)
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 Frank C. Davis, Jr., and to his .....*heirs and assigns, forever.*

And Grantor does *a covenant with the said* Grantee .....*that* it is *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered,* except for the easement hereinabove reserved and easement of Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4155, Page 592, Register's Office of Davidson County, Tennessee, and existing zoning restrictions.

And Grantor does .....*further covenant and bind* itself and its successors and assigns ~~heirs and representatives~~ *to warrant and forever defend the title to the said land to the said* Frank C. Davis, Jr., and to his .....*heirs and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand* s *this* 19th *day of* October, *19* 72, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

ATTEST:

SECRETARY

MADISON SUBURBAN UTILITY DISTRICT

BY: Herbert H. Fitzhugh, Jr.
PRESIDENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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
COUNTY OF DAVIDSON

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Herbert W. Luton, Sr., *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Madison Suburban Utility District public, *the within named bargainor, a/corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Madison, Tennessee, *this* 19th *day of* October, *19*72.

Mrs Jacqueline C. Bowles
Notary Public

Commission Expires 2-23-75

JACQUELINE C. BOWLES NOTARY PUBLIC DAVIDSON COUNTY, TENN.

OCT 19 4 17 PM '72
FELIX Z. WHITE REGISTER DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE

B 8 0 8 3 1