THIS INSTRUMENT PREPARED BY:
David B. Herbert
DAVID B. HERBERT

BOOK 4857 PAGE 873

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr/Mrs James W. Hatmaker (NAME:)	New Owner (NAME:)	112-0-42
7439 Highway 70-S (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	9D-13955
Nashville, Tenn. 37221 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of TEN DOLLARS * ($10.00) * * * * * * * * * * * * * * * *DOLLARS* and other good and valuable considerations, the receipt of which is hereby acknowledged,

CHESTER HAROLD WEIL and wife, AGNES WEIL

have bargained and sold, and by these presents do transfer and convey unto the said JAMES W. HATMAKER and wife, ELOISE Q. HATMAKER

their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Being Lot No. 1 on the unrecorded Plan of C. H. Weil Property, described according to a survey made by Jack R. Underwood, dated November 1968, as follows:

BEGINNING at a point in the westerly margin of Old Charlotte Road at the common corner of Lots 1 and 2; thence leaving said road with the line between said lots, south 81 degrees west 325 feet to a point in the common rear corner of said Lots 1 and 2; thence leaving Lot 2, south 3 degrees 45' west 343 feet to a point in the north line of the Waymon property; thence with said line, south 82 degrees 45' east 392 feet to the westerly margin of Old Charlotte Road; thence with said road, north 6 degrees 30' west 440 feet, more or less to the point of beginning.

Being part of the property conveyed to Chester Harold Weil, by deed from Robert A. Nash, Jr., unmarried, as of record in Book 1492, page 197, said Register's Office.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 6,250.00

Subscribed and sworn to before me, this the 20th day of September 19 74

Affiant

My commission expires: 7/27/77 (Affix Seal)

Notary Public

HERBERT NOTARY PUBLIC DAVIDSON COUNTY

AND, the Grantees, for themselves, their heirs, devisees, successors and assigns, in consideration of the execution and delivery of this deed, hereby covenants and agrees, with, and for the benefit of, the Grantors their heirs, successors and assigns, to hold said premises hereby conveyed upon the following terms:

1. All lots shall be used for residential purposes only; This to include a duplex or two family house, but not an apartment building.
2. The living area of any residential building, exclusive of garages, porches, or carports, shall be not less than 1400 square feet.
3. 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 forsewage disposal.
4. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
5. Mobile homes shall not be located on these lots and used as residences.
6. The covenants and restrictions hereinabove enumerated are for the benefit of the owners of all lots in this subdivision and shall run with the land until 1995, at which time the same shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then lot owners, the same shall be terminated or be changed in whole, or in part.
7. In the event that any person or persons violate, or attempt to violate any of the covenants and restrictions hereinabove enumerated, any lot owner in this subdivision shall have the right to prosecute any proceedings at law or in equity against such person or persons either to enjoin such violation or to recover damages for the same.
8. Invalidity of any of the covenants and restriction hereinabove enumerated, by judgment or Court Order, shall not affect the validity of the remaining covenants and restrictions.

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 JAMES W. HATMAKER AND WIFE, ELOISE Q. HATMAKER ..... their *heirs and assigns, forever.*

And we *do covenant with the said* JAMES W. HATMAKER AND WIFE, ELOISE Q. HATMAKER *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.*, except for 1974 taxes which have been prorated and assumed by Buyers.

And we, CHESTER H. WEIL and wife, AGNES WEIL

do further covenant and bind ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* JAMES W. HATMAKER AND WIFE, ELOISE Q. HATMAKER, their *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand* s *this* 20th *day of* September, *19*74, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Witness:
Joseph M. Kinlaw
Rose C. Kinlaw

/s/ Chester Harold Weil
Chester Harold Weil

/s/ Agnes Weil
Agnes Weil

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 FLORIDA
COUNTY OF SARASOTA

Personally appeared before me, JOSEPH M. KUSHNER, a Notary Public in and for said County and State, the within named Chester Harold Weil and wife, Agnes Weil

.....

.....

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 Sarasota, Florida, this 24th day of September, 1974.

Joseph M. Kushner, 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, ..., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by.....as.....

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

.....
Notary Public

Commission Expires.....

WARRANTY DEED

FROM

CHESTER HAROLD WEIL AND WIFE

TO

JAMES W. HATMAKER AND WIFE

C 7 3 8 7 8

IDENTIF. REFERENCE

OCT 1 3 34 PM '74

FELIX Z. MILLS DAVIDSON CO. TENN. REGISTER

M'DEED
OCT-42
OCT-42 REFEE
OCT-42 STAX
CONV
OCT-42

*6,250.00

A* 16.12
A* .50
A* 8.00 * 24.62

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Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

Return to: David Herbert, Atty.
14th Flr. 3rd Natl. Bk. Bldg.
Nashville, Tenn. 37219