WARRANTY DEED

BOOK 5082 PAGE 989

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
RUBY WHITELEATHER	RUBY WHITELEATHER	Portion of
(NAME) 2929 Selena Dr. Apt A-7	(NAME) 2929 Selena Dr. Apt A-7	127
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37211	(STREET ADDRESS) Nashville Tenn. 37211	19 PW
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTEEN THOUSAND AND NO/100 ---------- *Dollars,*

Willliam J. Gregg and John M. Miller

have this day bargained and sold, and do hereby transfer and convey unto the said Ruby Whiteleather *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 2nd Civil District described according to a survey by Turner Engineering Company, dated October 14, 1976, as follows: Beginning at a point in the northerly right-of-way of Charlotte Pike (U.S. 70-N), said point being westerly along said right-of-wa- a distance of 477.5', more or less, from the southwest corner of the Hows property and proceeding as follows: With the northerly right-of-way of Charlotte Pike (U.S. 70-N), South 70°-09' West a distance of 175.4' to an existing right-of-way marker; thence, Continuing with said right-of-way and with a 3959.6-foot radius curve to the left a distance of 193.24' to a point; thence, leaving said right-of-way and with a 25-foot radius turnout to the left a distance of 38.95' to a point in the easterly right-of-way of proposed Quail Creek Road, a 50-foot right-of-way road; thence, with the easterly right-of-way of said road, North 23°-21'-54" West a distance of 31.71' to a point; thence, continuing with said road and a 417.82-foot radius curve to the left a distance of 157.64' to a point; thence, continuing with said road and a 150.41-foot radius curve to the right a distance of 99.15' to a point; thence, continuing with said road and a 608.74-foot radius curve to the left a distance of 189.12' to a point; thence, continuing with said road, North 25°-01' West a distance of 34.13' to a point; thence, leaving said road, North 72°-53'-45" East a distance of 437.36' to a point; thence, South 19°-51' East a distance of 500.0' to the point of beginning and containing 5.09 acres more or less, per an office survey and plat by Turner Engineering Company. This being a portion of the same property conveyed to John M. Miller and William J. Gregg from Bobbie J. Croft, et al by deed in Book 4662, page 155, R.O.D.C., and also being (OVER)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 16,000.00

Subscribed and sworn to before me, this the 28th day of October 1976

Affiant Ruby Whiteleather

My commission expires: 5-23-79 (Affix Seal)

Notary Public June L. Cooper

STATE OF TENNESSEE

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said RUBY WHITELEATHER, her *(successors), heirs and assigns forever.* We *covenant that* we are *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Ruby Whiteleather *(successors), heirs and assigns, against the lawful claims of all persons.*

Witness our *hand S this* 28th *day of* October, 1976, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

John M. Miller

William J. Gregg

5 2085 PAGE 330

BOOK 5082 PAGE 990

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

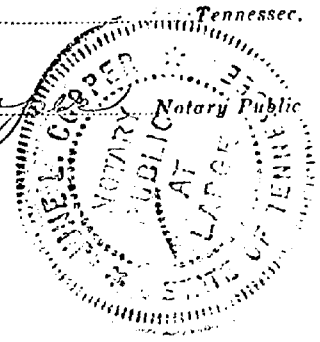
Personally appeared before me, June L. Cooper, a Notary Public in and for said County and State, William J. Gregg and John M. Miller

the within named bargainor...§ 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 28th day of October, 1976.

June L. Cooper
Notary Public

Commission expires 5-23-79



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.....

Continued from front page:

shown as lot no. 1 on a plan of subdivision to be recorded by the said Miller and Gregg. This conveyance is subject to restrictive covenants for Quail Creek Estates which are attached hereto as Exhibit A and made a part hereof.

OCT29'76	CONV	16,000.00			
OCT29'76	S'TAX		B*	41.60	
OCT29'76	PR'FEE		B*	.50	
OCT29'76	W'DEED		B*	8.00	* 50.10

WARRANTY DEED

FROM

JOHN M. MILLER AND WILLIAM J. GREGG

TO

RUBY WHITELEATHER

THIS INSTRUMENT PREPARED BY:

Mail

HOLLINS & WAGSTER
8th FLOOR, THIRD NATIONAL
BANK BUILDING
NASHVILLE, TENNESSEE 37219

D 7 4 7 0 9

IDENTIF. REFERENCE

Oct 29 9 55 AM '76

REGISTER
DAVIDSON COUNTY, TENN.

Complimentary of

Chicago Title Insurance Company
First Floor — First American Center

Phone 255-4631
NASHVILLE, TENNESSEE 37238

EXHIBIT A

Restrictive Covenants of record in Deed Book _____, page _____, Register's Office of Davidson County, Tennessee.

RESTRICTIVE COVENANTS

FOR

QUAIL CREEK ESTATES

BOOK 5082 PAGE 991

WHEREAS, John M. Miller and William J. Gregg are the owners and developers of a certain tract of land situated entirely in the Nineth Civil District of Davidson County, Tennessee, known as Quail Creek Estates which appears of record in Plat Book _____, page _____, of the Register's Office for Davidson County, Tennessee, being the property conveyed to John M. Miller nad William J. Gregg by deed from Bobbie L. Croft, etal of record in Book 4662, Page 155, Register's Office for Davidson County, Tennessee, to all of which reference is hereby made, and

WHEREAS, said owners desire to place the following restrictions thereon for the protection of said owner and those who may hereafter acquire title to any or all of said lots in said subdivision,

NOW THEREFORE, the following restrictions and covenants shall be covenants running with the land and binding and obligatory on all purchasers thereof, their heirs, successors and assigns until January 1, 2007.

1. No commercial or industrial business of any kind shall be erected or maintained on any of the property, except for temporary offices in a trailer or otherwise, during construction of a dwelling unit.

2. No construction of any building, outhouse, or other improvement on the premises shall be commenced prior to the construction of the dwelling house and no debris, old lumber or unsightly objects shall be moved on to any lot in said Subdivision prior to starting construction of the residence thereon and the outside of every dwelling shall be completed before occupancy. All construction shall be completed within twelve (12) months, but this provision shall not preclude the later construction of garages or additions to the dwellings.

3. No residential structure on any lot shall be designed, constructed, or used for more than one (1) family.

4. No lots or lot as shown hereon shall again be subdivided, altered, or changed so as to produce less area than hereby established, unless otherwise approved by the Davidson County Planning Commission.

5. No noxious or offensive operations shall be conducted or maintained on any lot, and nothing shall be done on any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Further, no house trailer or such vehicle shall be stored on premises. Vacation trailers or campers can be stored on the premises, but must be stored behind dwelling set-back line.

7. No building shall be constructed or maintained on any lot nearer the front of the lot than the set-back line, established upon construction of the dwelling unit. Open porches, either covered or uncovered, bay windows, steps or terraces, shall be permitted to extend in front of the set-back line.

8. It shall be obligatory upon all owners of lots in this subdivision, which is in Davidson County, Tennessee, to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the recorded plan of subdivision as identified above, in order that the roads or streets, which may be affected by such placement, or construction, may not be disqualified for acceptance into the road system of the Davidson County Highway Department.

9. Any residence erected on any lot, as shown on said plan, shall have a minimum living area, exclusive of any carport or garage, as follows:

(a) One floor plan, with attached garage or carport, 1,500 square feet.

(b) One floor plan, with garage in basement (this includes a plan with finished room or rooms over the garage), 1,600 square feet.

(c) Split level, 1,800 square feet.

(d) Two story, 1,800 square feet.

(e) A house may have a detached garage, but the construction must be similar in quality and design to that of the dwelling unit.

10. All buildings or structures of any kind constructed on any lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level.

11. No old house shall be permitted to be brought into the subdivision and to be placed or erected on any lot without approval of all owners in said subdivision.

12. Invalidation of any one of these restrictions and covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

13. If any present or future owner of any of the above land, or their successors, heirs and assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any other lot or any part of the property to prosecute any proceedings at law or in equity, against the person or persons violating, or attempting to violate such covenants or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violations.

IN WITNESS WHEREOF, the duly authorized officials of the Quail Creek Estates have hereunto set their hands this 25th day of ~~September~~ October, 1976.

QUAIL CREEK ESTATES

By _____

By _____