BOOK 5145 PAGE 261

FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 14,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF April 1977.

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Nov. 2, 1980

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

JOHNSON & EDWARDS, ATTORNEYS, 600 Stahlman Building, Nashville, TN. 37201
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas H. Cherry, Jr., (NAME)	Same (NAME)	10D-23910 7-14 10
Box 415 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	10D-23908 7-14 11
Hendersonville, TN. 37075 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Goodlettsville Development Company, Inc., a Tennessee corporation,

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Thomas H. Cherry, Jr.

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT: LAND in Davidson County, Tennessee, being Lots Nos. 90 and 91 on the Plan of Grizzard Manor, Section 4, as of record in Book 4675,Page156, Register's Office Davidson County, Tennessee; SAID Lot No. 90 fronts 219.33 feet on the northwesterly side of Graceland Drive and extends back 309.8 feet on the southerly line and 271.7 feet on the northerly line to a dead line measuring 284.65 feet thereon. SAID Lot No. 91 fronts 150.0 feet on the westerly side of Graceland Drive and extends back 451.6 feet on the southerly line and 309.8 feet on the northerly line to a dead line measuring 313.6 feet thereon. BEING part of the same property conveyed to Goodlettsville Development Co.,Inc., by deed from Thomas Grizzard et als, of record in Book 4579, Page 69, said Register's Office. NOTE: For and in consideration of the sum of $10.00 and other good and valuable considerations, the receipt of which is hereby acknowledged,the GRANTEE, herein,does agree to assume all responsibility for a certain warranty as set forth in restrictive covenants as of record in Book 4872,Page 893,R.O.D.C.,Tn.,with particular reference to Paragraph 15 of said restrictive covenants. The GRANTEE,hereunder agrees that the private sewage disposal system for each residential structure on each lot purchased by this conveyance shall comply in full with all Metropolitan Health Department regulations and the Metro Government Code of Law Provisions. It is understood and agreed that the Metro Board of Health has the right to require the GRANTEE,herein,of this conveyance to warrant the private sewage disposal system on each lot conveyed herein to the purchaser of any lot or the subsequent purchaser of any lot for a period of three (3) years from the date of the issuance of the building permit or five (5) years from the date of recording the subdivision plat, whichever occurs first. The GRANTEE agrees to repair or replace said private sewage disposal system in accordance with recommendations made by authorized representatives of the Metro Health Department within ten (10)days of the issuance of notice of said recommendation. The GRANTOR and GRANTEE herein agree that a copy of this formal written agreement shall be incorporated in the warranty deed and shall be filed with the Bureau of Environmental Control of the Metro Health Department within ten (10) days of the acknowledging its understanding and agreement to be bound by the covenant herein contained,warranting the public sewage disposal system to be constructed on each lot herein conveyed and said GRANTEE agrees to relieve the GRANTOR from all obligations pursuant to said restrictive covenants and conditions contained in Paragraph 15 of the restrictive covenants of record in Book 4872,Page 893, Register's Office Davidson County, Tennessee.

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

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES 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, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand s this 13th day of April, 19 77.

GOODLETTSVILLE DEVELOPMENT CO., INC.

BY: _____
W. S. MOSS
PRESIDENT

_____
W. S. MONCRIEF, JR.
SECY-TREASURER

_____
THOMAS H. CHERRY, JR.

STATE OF TENNESSEE
Davidson County

BOOK 5145 PAGE 262

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Thomas H. Cherry, Jr.

the 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 Goodlettsville, Tennessee, this 9th day of May 19 77.

Commission expires 2/14/78

Notary Public

STATE OF TENNESSEE
Davidson County

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared H.S. Moss and W. C. Moncrief, Jr. with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the president and secretary-treasurer respectively of the Goodlettsville Development Co., Inc. the within named bargainor, a corporation, and that (he) (they) as such president and secretary-treasurer, 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.S. Moss as such president, and attesting the same by the said W. C. Moncrief, Jr. as such secretary-treasurer.

Witness my hand and official seal at office at Goodlettsville, TN., on this the 13th day of April, 19 77.

My commission expires My Commission Expires NOV. 2, 1977

Notary Public

WARRANTY DEED

FROM

Goodlettsville Development Co., Inc.

TO

Thomas H. Cherry, Jr.

E 02833

IDENTIFICATION REFERENCE

MAY 10 8 59 AM '77

REGISTER
DAVIDSON CO. TENN.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

MAY 10 77	CONV	14,000.00			
MAY 10 77	S'TAX		B*	36.40	
MAY 10 77	PR'FEE		B*	.50	
MAY 10 77	W'DEED		B*	4.00	* 40.90