PREPARED BY:
James L. Smith, Attorney
140 North Main Street
Goodlettsville, TN 37072

WARRANTY DEED

BOOK 5211 PAGE 113

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hubert E. Yeary, et ux (NAME)	SAME (NAME)	12-3
4228 Cecil Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Part of 30
Nashville, Tn. 37207 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of TEN AND NO/100 ($10.00)----------

----------*DOLLARS*
cash in hand paid by Hubert E. Yeary and wife, Vicky Ann Yeary, and other good and valuable considerations, the receipt of which is hereby acknowledged,

Goodlettsville Development Company, a Tennessee Corporation,
have bargained and sold, and by these presents do transfer and convey unto the said Hubert E. Yeary and wife, Vicky Ann Yeary, their
heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in the 10th Civil District of Davidson County, Tennessee, being Lot No. 105 on the Plan of Grizzard Manor, Section 5, as of record in Book 4675, page 163, R.O.D.C., Tennessee, to which plan reference is hereby made for a more particular description thereof.

Being a portion of the same property conveyed to Goodlettsville Development Company by deed of record in Book 4579, page 69, Register's Office for Davidson County, Tennessee.

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars 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 4875, page 228, R.O.D.C., 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 Metropolitan Government Code of Law Provisions. It is understood and agreed that the Metropolitan 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 build-

(OVER)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 8,000.00

Affiant

Subscribed and sworn to before me, this the 6th day of October 19 77

My commission expires My Commission Expires NOV. 2, 1977 (Affix Seal)

Notary Public

(CONTINUED)
ing permit, or five (5) years from the date of recording of 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 Metropolitan 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 Metropolitan Health Department within ten (10) days of the execution hereof.

The Grantee herein joins in the execution of this Warranty Deed for the purpose of 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 4875, page 228, Register's Office for Davdison County, Tennessee.

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 Hubert E. Yeary and wife, Vicky Ann Yeary, their *heirs and assigns, forever.*

And we *do covenant with the said* Hubert E. Yeary and wife, Vicky Ann Yeary, *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, Goodlettsville Development Company *do further covenant and bind* ourselves, our successors ~~heirs~~ *and representatives, to warrant and forever defend the title to the said land to the said* Hubert E. Yeary and wife, Vicky Ann Yeary, their *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand*s *this* 6th *day of* October, *19* 77, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

GOODLETTSVILLE DEVELOPMENT COMPANY

BY: H. S. Moss, President

BY: W. C. Moncrief, Jr., Secy.-Treas.

Hubert E. Yeary

Vicky Ann Yeary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named Hubert E. Yeary and wife, Vicky Ann Yeary, ...

*the bargainor*S, *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 ....., 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, C. W. Phipps, *a Notary Public of the State and County aforesaid, personally appeared* H. S. MOSS & W. C. MONCRIEF, JR., *with whom I am personally acquainted, and who, upon oath, acknowledged* THEM *self to be* PRES. & SECY-TREAS. *of the* GOODLETTSVILLE DEVELOPMENT COMPANY, *the within named bargainor, a corporation, and that* they *as such* PRES. & SECY-TREAS., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* them *self as* President and Secretary-Treasurer.

Witness my hand and seal, at office in Goodlettsville, Tenn
this 6th *day of* October, *19* 77.

C. W. PHIPPS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

.....
Notary Public

Commission Expires My Commission Expires NOV. 2, 1977

Mid South Bank of Goodlettsville

WARRANTY DEED

FROM

GOODLETTSVILLE DEVELOPMENT COMPANY

TO

HUBERT E. YEARY, ET UX

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E31652

IDENTIFICATION REFERENCE

OCT 18 11 30 AM '77

FILED & RECORDED IN REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

OCT 18-7 CONV +8,000.00
OCT 18-7 STAX B* 20.80
OCT 18-7 PRFEE B* .50
OCT 18-7 WDEED B* 8.00
* 29.30

Compliments of

Madison Title Company

320 Gallatin Road
MADISON, TENNESSEE 37115

Representing

Chicago Title Insurance Company
CHICAGO, ILLINOIS