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THIS INSTRUMENT PREPARED BY
DOZIER AND DARROW ATTORNEYS AT LAW
14th FLOOR THIRD NATIONAL BANK BLDG.
NASHVILLE, TENNESSEE 37219

BOOK 5347 PAGE 54

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Malcolm R. Bess et ux	Same	Map No. 181
(NAME:)	(NAME:)	
Route 1 Benzing Rd		Part of Par.
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Antioch, Tenn. 37013		Nos. 59 & 66
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of TEN ($10.00) DOLLARS----------

----------*DOLLARS*

cash in hand paid and other good and valid consideration, the receipt of which is hereby acknowledged,

I, Jacey A. Moore, a single man,

have bargained and sold, and by these presents do transfer and convey unto the said Malcolm R. Bess and wife, Josephine Y. Bess, their

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

Lands in the 5th Civil District of Davidson County, Tennessee and shown as Tract No. 12 on an unrecorded survey of the Jacey A. Moore, Jr. lands, dated August 14, 1978 and prepared by John B. Rainey, Surveyor, Job No. 78-123 and described as follows;

Beginning at an iron pin set on the westerly margin of Pettus Road, said point of beginning being North 33° 28' 41" East 1553.63 feet as measured northwardly along the westerly margin of said road from the northerly line of the Elmo Murray Potts property of record in Book 4037, page 359, R.O.D.C., Tennessee; thence leaving the margin of said road North 83° 09' 39" West 1512.91 feet to an iron pin; thence North 4° 02' 52" East 126.42 feet to an iron pin set in a fence line and also being in the southerly line of the L. C. Culbertson property; thence with Culbertson's line and a fence South 86° 00' 50" East 1635.86 feet to an iron pin set on the westerly margin of the aforesaid Pettus Road; thence with the margin of said road and leaving Culbertson's line South 35° 45' 54" West 237.29 feet to the point of beginning, containing 6.00 acres, more or less.

Being a portion of the same property conveyed to Jacey A. Moore, Jr. by deed from Dodson Batson and wife, Emma Batson of record in Book 5076, page 797, Register's Office of Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $9,200.00

Subscribed and sworn to before me, this the 29th day of Aug, 1978

Affiant

My commission expires: 10-14-80 (Affix Seal)

Notary Public

THE FOLLOWING RESTRICTIONS SHALL BE A COVENANT RUNNING WITH THE LAND FOR A PERIOD OF 20 YEARS FROM THE DATE OF THIS DEED.

1. No residence shall be constructed with less than 1200 sq. feet of living area, excluding garages and porches.

2. No block foundations left exposed.

3. All barns and related type buildings must be set back 200 feet or more from Pettus Road.

4. No trailer or mobile home, basement house, garage, barn or other building may be used as temporary or permanent living quarters.

5. No swine or commercial poultry may be kept on property.

6. No storage of junk cars, storage of building materials or any other offensive or unsightly storage may be placed on tracts.

The right of enforcement of these restrictive covenants is vested in the owner or assigns of Tracts 1 through 12 of unrecorded Plat prepared by John B. Rainey, Surveyor, dated August 14, 1978, same being a plat of the northerly portion of the Jacey A. Moore, Jr., property. Any such owner of any of said Tracts shall have the right at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them, by the institution of an action at law or a suit in equity for injunctive or other relief.

By the creation of the above restrictions there is no intention of imposing them on any other land owned by Jacey A. Moore, Jr., whether adjoining said northerly portion of his property or located in the vincinity thereof, there being no general plan of development of all of his land, and he does expressly reserve the right to restrict in the same or in a different manner or not to restrict at all the land owned by him which is not embraced within the above restrictions.

This is improved ( ) unimproved (XX) property, known as Pettus Road, (House Number) (Street) Nashville, P. O. Address: Tennessee (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 Malcolm R. Bess and wife, Josephine Y. Bess, their *heirs and assigns, forever.*

And I *do covenant with the said* Malcolm R. Bess and wife, Josephine Y. Bess *that* I am *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.*

And I, Jacey A. Moore, Jr., a single man *do further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to the said land to the said* Malcolm R. Bess and wife, Josephine Y. Bess, their *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness my *hand* this 28th *day of* Sept., 1978, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

JACEY A. MOORE, JR.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Tim Stevens, a Notary Public in and for said County and State, the within named Jacey A. Moore, Jr., a single man

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 8th day of August, 19 78.

Notary Public.

My Commission Expires Nov. 22 1980.

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, , 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.

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WARRANTY DEED

FROM

Jacey A. Moore, Jr., a single man

TO

Malcolm R. Bess and wife, Josephine Y. Bess

E 92724

IDENTIF. REFERENCE

Oct 5 3 32 PM '78

REGISTER
DAVIDSON COUNTY, TENN.

OCT-5 78	CONV	19,200.00			
OCT-5 78 S'TAX			B*	49.92	
OCT-5 78 PR'FEE			B*	.50	
OCT-5 78	W'DEED		B*	8.00	* 58.42

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Deadrick Street
Phone 255-4631
NASHVILLE, TENNESSEE 37208