This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

BOOK 5481 PAGE 715

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Richard John Davis and wife, Carla Miller Davis	SAME	159-1-1
1229 Jefferson Davis Ct. (NAME) Lot 2, Sassafras Sub.	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee Brentwood, Tn. 37027 (CITY) (STATE) (ZIP)	(STREET ADDRESS) (CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Ten and no/100----------($10.00)---------- Dollars,
cash in hand paid by Richard John Davis and wife, Carla Miller Davis and other good and valuable considerations accepted as cash, the receipt of all of which is hereby acknowledged,

We, James M. Edwards and wife, Nancy Coleman Edwards

have this day bargained and sold, and do hereby transfer and convey unto the said Richard John Davis and wife, Carla Miller Davis the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Sassafras, of record in Book 5050, page 91, Register's Office for said County, described as follows:

Beginning at an iron pin on Jefferson Davis Court, said iron pin being the Northeast corner of Lot No. 195, Tyne Valley Estates, Section 10, of record in Plat Book 3700, page 136, Register's Office for said County; thence with east line of Lot No. 195 and the West margin of a 50' road access, South 22 deg. 23' 05" West 375.74 feet to an iron pin, the Southeast corner of Lot No. 195, and the Northern line of Sassafras Subdivision, recorded in Plat Book 5050, page 91; thence South 51 deg. 13' 53" East 52.23 feet; thence South 43 deg. 26' 33" East 15.39 feet to the center of a 40' private road; thence with the centerline of said road South 19 deg. 51' West 250.15 feet; thence South 38 deg. 03' West 156.36 feet; thence North 29 deg. 09' 30" West 222.14 feet; thence North 49 deg. 09' 30" West 76.93 feet; thence South 40 deg. 59' 30" West 255.27 feet to the beginning point of Lot No. 2, Sassafras Subdivision; thence South 49 deg. 00' 30" East 72.71 feet to an iron pin; thence North 79 deg. 28' 53" East 412.13 feet to an iron pin in the Westerly margin of Galaxy Estates Subdivision, of record in Book 4175, page 77, said Register's Office; thence Southerly along said Westerly line South 4 deg. 48' 24" West 430.00 feet to a concrete monument; thence North 86 deg. 23' 41" West 599.85 feet to an iron pin; thence North 3 deg. 36' 18" East 203.09 feet to a point in the Westerly margin of a 40' private road; thence North 39 deg. 53' 00" East 111.99 feet to a point in the Westerly margin of said private road; thence North 0 deg. 31' 23" West 30.87 feet to an iron pin, being the Southwest corner of Lot No. 161, Tyne Valley Estates; thence North 10 deg. 43' 06" East 106.83 feet to a point; thence South 49 deg. 00' 30" East 93.35 feet to the point of beginning, containing 5.07 acres according to a survey made by Michael V. Holmes & Associates.

The above described property is part of the property conveyed to James M. Edwards and wife, Nancy Coleman Edwards by deed from H & S Development Company, Inc., of record in Book 5041, page 294, Register's Office for said County.

This conveyance is made subject to restrictive covenants attached hereto as Exhibit "A", which restrictive covenants also contain an agreement as to ownership and maintenance of Sassafras Drive, and which restrictive covenants are incorporated herein by reference; and to the plan of record in Book 5050, page 91, Register's Office for Davidson County, Tennessee, which shows an Owner's Certificate, an easement for public utilities and drainage, a 40-foot easement for ingress and egress, water lines and a notation that building setback lines shall be established by the City of Forrest Hills.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater for this transfer is $ 43000.00

Subscribed and sworn to before me, this the 13th day of August 1979

Affiant

My commission expires: 4/21/80 (Affix Seal)

Notary Public

unimproved (X)
This is improved ( ) property, known as Lot No. 2, Sassafras Subdivision, Nashville, Tennessee
(House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (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, except for 1979 taxes which are prorated and assumed by the purchasers.

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

Whenever 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 hands this 13th *day of* August *19* 79 *, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

James M. Edwards

Nancy Coleman Edwards

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, Mary Emery, a Notary Public in and for said County and State, the within named James M. Edwards and wie, Nancy Coleman Edwards

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 Nashville, Tennessee, this 3 day of August, 19 79.

Mary Emery, Notary Public

Commission Expires 4/21/80

NOTARY PUBLIC

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.....

IDENTIFICATION REFERENCE

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
AUG 14 11 59 AM '79

F 46054

EXHIBIT "A" BOOK5481 PAGE 718

RESTRICTIVE COVENANTS - SASSAFRAS SUBDIVISION

1. All lots in said Subdivision shall be used for residential purposes only.

2. No building shall be located nearer to the front line or nearer to the private street than the building setback lines shown on the recorded plan, except with the approval of Forest Hills and James Edwards, Developer. To determine compliance of this provision, measurement shall be taken in the manner then required by the applicable zoning laws and regulations of the governing body having jurisdiction.

3. The total living area shall be 2,000 square feet minimum exclusive of garages, covered patios, etc.

4. No trailer, basement, tent, garage or other outbuildings shall be used as a residence temporarily or permanently.

5. Livestock or fowl may be maintained upon any lot in this subdivision, provided same is not offensive to neighbors.

6. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. There shall be no more than one sign permitted on each lot, that not to exceed 18" x 24", except the developers reserve the right to erect sign or signs in promotion of the subdivision at its discretion.

8. The developers hereby reserve the right ot cut grass and weeds on any unimproved lot.

9. In conjunction with 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 for sewage disposal.

10. It shall be obligatory upon all owners of lots in this subdivision to consult with the authorities of the governing body having jurisdiction before any driveways, culverts, or other structures or grading are constructed within the limits of any dedicated roadways, and such placements or construction shall be done in accordance with the requirements of the governing body having jurisdiction in order that the roads or streets within the subdivision which shall be affected by such placement or construction may not be disqualified for acceptance in the road system of the governing body having jurisdicition.

11. Drainage easements as shown on the recorded plat shall be for the purpose of constructing, maintaining, opening or widening storm drains, sewage lines and open ditches. A perpetual easement is reserved on each lot as shown on the recorded plat for the construction and the maintenance of utilities, such as electricity, gas and water. No structure of any kind shall be erected or maintained upon or over said easements, except such as are constructed for public utility purposes.

12. To insure a standard of improvements satisfactory to purchasers of adjacent property, no building, or other improvements shall be erected upon any lot in the subdivision, without the approval in writing of James Edwards Developer, or such agent or agents as may be authorized by it, upon submission of the proposed plans and specifications and the locations thereof.

13. No lot shall be subdivided without the approval of James Edwards, Developer and the City of Forest Hills, but it shall not be necessary to secure the approval of any other owner in the subdivision.

14. All of the restrictions and provisions herein above set forth may be amended at any time and from time to time by James Edwards, Developer, without the joinder of any lot owners. The restrictive covenants as amended from time to time may be enforced by James Edwards, Developer, or, with the consent of James Edwards, Developer, by one or more of the owners of the adjacent lot or lots. Any failure to enforce these restrictions because of any violation shall not be deemed a waiver of such right as to any subsequent or other violation, said right being a continuing one.

15. Invalidation of any one of these covenants by proper court decree, or otherwise, shall in no wise affect any of the other provisions herein contained, it being intended in any such event that all other restrictions set out herein shall remain in full force and effect.

Sassafras Drive

1. Developer will grade, gravel and ditch 2100 linear fee of drive, defined as the private drive, Sassafras Drive. He will fulfill all drainage requirements by the City of Forest Hills.

2. As of June 1, 1978, the initial improvements of Sassafras Drive are completed. Any repair of the road, any surfacing improvement hereafter shall be the expense of the 4 property (lot) owners.

3. The entire length of Sassafras Drive is jointly owned and shall be maintained equally by the 4 owners. Each owner shall own 25% of said driveway and shall be responsible for 25% of payment for any improvements or maintenance as deemed necessary by the majority of the owners.

4. Damage to Sassafras Drive, directly attributable to one property owner through accident or negligence will be paid for solely by that property owner.

AMENDMENTS

1. In consideration of a cash payment from the Buyer of $2,000.00 over and above the purchase prive, the Seller (James M. Edwards) hereby agrees to relieve in full the Buyer from his share of the future primary surfacing improvements of the private driveway (Sassafras Place) which shall consist of some type of paving of all or part of the presently unpaved portion of the private driveway. These future primary surfacing improvements will be completed within 6 months after the third house in Sassafras Subdivision is completed and ready for occupance. The paved portion of Sassafras will extend at least to the property edge of Lot #2 located after the second switch back of Sassafras Place. *(Legal for the property edge that crosses road.)

This payment will not affect the Buyer's responsibility to contribute the Buyer's portion of the future road maintenance as outlined in the Deed.

2. Amendment of article #12 of Restrictive Covenants - Building Design Controls - Any design for residence or appurtenant out-structures are flexible but must be in keeping with the aesthetic qualities of the land and other dwellings within the Subdivision Sassafras.

* Said property edge being defined as that portion of said property formed by the connection of the property lines described in the Warranty Deed as S 49 deg. 00' 30" E 93.35 feet and S 49 deg. 00' 30" E 72.71 feet.

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

43000.00- CO
111.80 CO TX
.50 PRFEE
15.00 WDEED
CHECK 127.30-
3963A08/14/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 46054

IDENTIF. REFERENCE

AUG 14 11 59 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 704477