THIS INSTRUMENT PREPARED BY: Homer R. Ayers, Attorney at Law
100 New Long Hollow Pike
Goodlettsville, Tennessee 37072

WARRANTY DEED

7650

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MICHAEL P. HOSEY ET UX (NAME:)	SAME (NAME:)	Map 24
337A LICKTON PIKE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P/O 16 2a
GO, TN 37072 (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, and other good and valuable considerations, the receipt of all of which is hereby acknowledged,

BOOK 5620 PAGE 610

F96100

IDENTIF. REFERENCE
JUL 3 9 28 AM '80

C. H. PHELAN and wife, RUBY PHELAN, hereinafter referred to as the Grantors, *have bargained and sold, and by these presents do transfer and convey unto the said* MICHAEL P. HOSEY and wife, CHARLENE E. HOSEY, hereinafter referred to as 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 the Tenth Civil District of Davidson County, Tennessee, being Tract No. 4 on the unrecorded survey of the C. H. Phelan property dated April 22, 1980, by Donald R. Carver, Surveyor, and described as follows:

BEGINNING at an iron pin in the northeasterly margin of Shaw Road, said point being 370.30 feet, more or less, northwest of the intersection of Shaw Road and Brick Church Pike; thence North 15° 00' West 349.90 feet to a point; thence North 18° 00' West 253.80 feet to a point; thence North 26° 15' West 72.60 feet to a point; thence North 10° 00' West 100.00 feet to a point; thence North 8° 00' West 230.20 feet to a point; thence North 6° 00' East 221.60 feet to an iron pin; thence North 23° 30' East 450.50 feet to an iron pin; thence North 25° 30' East 338.20 feet to an iron pin; thence North 20° 00' East 253.70 feet to an iron pin; thence South 00° 26' West 2,195.00 feet to an iron pin in the northeasterly margin of Shaw Road; thence with the margin of said Shaw Road North 77° 00' West 177.5 feet to the point of beginning and containing 13.39 acres, more or less.

AND BEING a part of the same property conveyed to C. H. Phelan and wife, Ruby Phelan, by deeds of record in Book 1810, Page 309, and Book 1195, Page 541, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $22,000.00

Subscribed and sworn to before me, this the 3rd day of June 1980

Michael P. Hosey
Affiant

My Commission expires: 10-15-83
(Affix Seal)

Notary Public

EASEMENT: Grantors dedicate a perpetual easement, 30 feet in width for ingress and egress to a cemetery located on the above-described property which easement is more specifically described as follows:

Beginning at a point in the northeasterly margin of Shaw Road, said point being 210 feet, more or less, northwest of the intersection of Shaw Road and Brick Church Pike; thence with the margin of Shaw Road North 77° 00' West 160.0 feet to an iron pin; thence leaving Shaw Road North 15° 00' West 349.90 feet to a point; thence North 18° 00' West 253.80 feet to a point; thence North 26° 15' West 30.00 feet to a point; thence North 66° East 65.0 feet to a point in the line of a cemetery located upon the said property; thence with the line of the said cemetery South 15° East 30 feet to a cedar tree; thence South 66° West 30 feet to a point; thence South 18° East 240 feet to a point; thence South 15° 00' East 349.9 feet to a point; thence South 77° East 120.0 feet to a point; thence South 15° East 30.0 feet to a point in the northwesterly margin of Shaw Road.

CEMETERY DEDICATION: Grantors specifically dedicate and set aside out of said Tract No. 4 a parcel of land measuring 100 feet by 100 feet and heretofore recognized as a cemetery, said cemetery parcel being more specifically described as follows:

BEGINNING at a cedar tree on the southerly line of the exit of the easement for ingress and egress to the cemetery, as above described, said point being 60 feet more or less from the westerly boundary line of Tract No. 4; thence crossing said easement North 15° West 100 feet to a point; thence North 75° East 100 feet to a point; thence South 15° East 100 feet to a point; thence South 75° West 100 feet to the point of beginning.

unimproved ( )
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 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.*

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.*

Witness our hands *this* 3rd *day of* May, *19* 80, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

C. H. Phelan
C. H. PHELAN

Ruby Phelan
RUBY PHELAN

RESTRICTIVE COVENANTS: The following restrictive covenants shall run with the land and shall be binding upon the Grantees, their heirs and assigns until January 1, 2000, at which time the said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of all of the tracts, or portions thereof, of the C. H. Phelan property according to a survey by Donald R. Carver, Surveyor, dated April 22, 1980, not of record, agree to change said covenants in whole or in part:

1. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently nor shall any trailer, mobile home, or other structure capable of being transported in whole or in substantial part be placed upon the said property either temporarily or permanently.

2. No junk cars, trucks or other motorized vehicles shall be brought upon or be allowed to remain upon said property nor shall any vehicles used substantially for spare parts or other vehicles which are inoperable for a period of more than thirty days remain upon the said property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State, the within named*

C. H. PHELAN and wife, RUBY PHELAN,

the bargainors, 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* 3rd *day of* June, *19* 80.

Notary Public.

Commission Expires 10-15-83

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.....

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

RECEIVED OF _____

FOR _____ BOOK 5620 PAGE 614

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			22000.00- CO	
			57.20 CO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 69.70-	
7650A07/03/80			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 96100

IDENTIF. REFERENCE

JUL 3 9 28 AM '80

FELIX Z. WILSON, II
DAVIDSON COUNTY, TENN.

No. 766005