PREPARED BY:
James L. Smith, Atty., 140 N. Main St., Goodlettsville, TN 37072
n

WARRANTY DEED

BOOK 5624 PAGE 104

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Yarbro, et ux	SAME	7-11 3
(NAME:) 1601 Monticello	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Madison, Tn. 37115	(STREET ADDRESS)	
(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 James Yarbro and wife, Shirley Yarbro, and other good and valuable considerations, the receipt of which is hereby acknowledged,

F.9 7.4.2 9

IDENTIF. REFERENCE

Jul 14 1 46 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Goodlettsville Development Company, a Tennessee corporation,

---------- *have bargained and sold, and by these presents do transfer and convey unto the said* James Yarbro and wife, Shirley Yarbro, 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. 127 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 building permit, or five (5) years from the date of recording of the subdivision plat, whichever occurs first. (CONTINUED)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value, whichever is greater, for this transfer is $ 7,000.00

Subscribed and sworn to before me, this the 8th day of July 19 80

Affiant

My commission expires: My Commission Expires (Affix Seal) JANUARY 18, 1982

Notary Public

(CONTINUED)

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 additional purpose of acknowledging their 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 Davidson County, Tennessee.

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 James Yarbro and wife, Shirley Yarbro, their *heirs and assigns, forever.*

And we *do covenant with the said* James Yarbro and wife, Shirley Yarbro, *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 Goodlettsville Development Company *do further covenant and bind* itself, its successors ~~XXXXX~~ *and representatives, to warrant and forever defend the title to the said land to the said* James Yarbro and wife, Shirley Yarbro, their *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand* s *this* 10th *day of* July, *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.*

GOODLETTSVILLE DEVELOPMENT COMPANY

BY: H. S. MOSS, PRESIDENT

BY: W. C. MONCRIEF, JR., SECY-TREAS

JAMES YARBRO

SHIRLEY YARBRO

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, C. W. Phipps, *a Notary Public in and for said County and State, the within named* James Yarbro and wife, Shirley Yarbro

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 Goodlettsville, *Tennessee, this* 10th *day of* July, *19* 80.

C. W. Phipps, *Notary Public.*

My Commission Expires JANUARY 18, 1982
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 AND W. C. MONCRIEF, JR., *with whom I am personally acquainted, and who, upon oath, acknowledged* them *self to be* President and Secretary-Treasurer *of the* Goodlettsville Development Company, *the within named bargainor, a corporation, and that* he *as such* President and Secretary-Treasurer, *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
this 8th *day of* July, *19* 80.

C. W. Phipps
Notary Public

My Commission Expires JANUARY 18, 1982
Commission Expires.....

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WARRANTY DEED

FROM

GOODLETTSVILLE DEVELOPMENT COMPANY

TO

JAMES YARBRO, ET UX

Mail: Capps Realty Co
P.O. Box 401
210 N. Main St.
Goodlettsville, Tn.
37072

Compliments of

Madison Title Company

320 Gallatin Road
MADISON, TENNESSEE 37115

Representing

Chicago Title Insurance Company
CHICAGO, ILLINOIS

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			7000.00- CO	
			18.20 CO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	30.70-
9419A07/14/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 9 7. 4 2 9

IDENTIF. REFERENCE

JUL 14 1 46 PM '80

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 767718