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RE-RECORD
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FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 35,000

Caesar E. Urrutia
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF Feb 1987

Notary Public

MY COMMISSION EXPIRES: 9-16-90
(AFFIX SEAL)

RE-RECORD

THIS INSTRUMENT WAS PREPARED BY

Jack Green, Attorney at Law, 141 Thompson Lane, Nashville, Tenn. 37211
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Billy J. Small, et ux (NAME)	Same (NAME)	Map 111
209 Misty Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	~~Part of~~
Nashville, Tn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	~~Parcel 1~~ PAR 25

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Christine M. Urrutia and husband Caesar E. Urrutia

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Billy J. Small and wife Maria Urrutia Small

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

LOCATED in the 2nd Civil District of Davidson County, Tennessee. Bounded on the south by Stewarts Ferry Pike; the west by tract #6 of this survey; on the north by U. S. government property, J. Percy Priest Lake Tract #517; and on the east by tract #8 of this survey:

BEGINNING on a nail in the centerline of Stewarts Ferry Pike, the SW corner of this tract and the SE corner of this tract and the SE corner of tract #6; thence leaving the road N7° 48' 10" E 1066.14' with the east line of tract #6 to an iron pin in the U. S. Government property line, the NW corner of this tract and the NE corner of tract #6; thence N 55° 16' 04" E 255.16' with the U.S. Government line to an iron pin, the NE corner of this tract and the NW corner of tract #8; thence S 7° 18' 11" W 1215.93' with the west line of tract #8 to a nail in the centerline of Stewarts Ferry Pike, the SE corner of this tract and the SW corner of tract #8; thence S 81° 47' 10" W 5.51' to a nail; thence continuing with the centerline of said road N 88° 27' 55" W 194.49' to a nail, the point of beginning, and containing 5.07 acres, more or less. This tract is subject to a 16.5' road R.O.W. easement adjacent to and parallel with the centerline of Stewarts Ferry Pike.

BEING part of the same property conveyed to Christine M. Urrutia by deed from Lavenia Henry, a single person, of record in Book 6929, page 443, Register's Office for Davidson County, Tennessee.

x BEING part of the same property conveyed to Christine M. Urrutia and husband Caesar E. Urrutia by Deed from Jack J. Green, Trustee of record in Book 7067, Page 671, Register's Office for Davidson County, Tennessee.

For Restrictive Covenants applicable to the land herein described, see Attached Page.

CEU 355

This instrument is being rerecorded to further describe and locate the tract conveyed herein by reference and incorporation of the survey by Robert E. Francis dated 8-9-86 attached hereto as exhibit "A"

MS

This is improved ( ) property, known as _____ (House Number) _____ (Street) _____ (P. O. Address) _____ (City or Town) _____ (Postal Zip)

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN
MAR 6 9 50 AM
IDENTIFY REFERENCE
0098

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, unless otherwise herein set out, 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. Wherever 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 25th day of February, 1987

Christine M. Urrutia
Christine M. Urrutia

Caesar E. Urrutia
Caesar E. Urrutia

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STATE OF TENNESSEE
Davidson County

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Christine M. Urrutia and husband Caesar E. Urrutia

the bargainor, 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 25th day of February 1987

Commission expires 9-11-90

Peggy M. Barrett
Notary Public

STATE OF TENNESSEE
Davidson County

Before me, , a Notary Public within and for the State and County aforesaid, personally appeared and with whom I am personally acquainted and who upon (his oath) (their several oaths) acknowledged (himself) (themselves) to be the and respectively of the the within named bargainor, a corporation, and that (he) (they) as such and , being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said as such , and attesting the same by the said as such

Witness my hand and official seal at office at 2196 08/29 0101 03CHECK 24.00 on this the day of , 19

My commission expires

Notary Public

WARRANTY DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

RE-RECORD

7.2043

IDENTIFY REFERENCE

Sep 29 2 20 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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RESTRICTIVE COVENANTS

In consideration of the premises and the mutual benefits to the Sellers and Buyers of said land, the following Restrictive Covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the undersigned, and all subsequent owners thereof in any capacity whatsoever.

1. No lot shall be used except for residential purposes and only one dwelling is allowed on each tract.

2. Front of house must be a minimum of 150 feet from the front line of the land as measured from the iron pin in said front line.

3. One story dwelling to be a minimum of 1650 square feet of heated living area excluding carports, breezeways and garages. Two story dwellings to be a minimum of 2050 square feet excluding carports, breezeways and garages.

4. All dwellings to be at least seventy-five (75%) per cent brick.

5. No building shall be located nearer than 40 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

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. No structure of a temporary character, trailer, basement, tent, shack, garage barn or other outbuilding shall be used at any time on any lot as a residence either temporarily or permanently on any lot. No junked automobiles may be maintained on any lot.

7. No multi-family dwelling can be erected on the land described in deed.

8. No building shall be built on any lot unless it shall conform to and be in harmony with existing structures in the tract.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, horses or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

10. No tract shall be subdivided so as to produce less area in order to build another dwelling.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, their heirs and assigns, for a period of twenty (20) years from the date these covenants are recorded.

12. If the owners of any lot or combination of lots in said section of said sub division, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions set out herein during any period in which they are enforced, it shall be lawful for any other person or persons owning any other lot or lots therein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violations.

13. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

14. Any detached out building must be of wood or brick construction and maintained in a good appearance at all times.