mail

THIS INSTRUMENT PREPARED BY: Homer R. Ayers, Attorney at Law
Bank of Goodlettsville, Suite 301
112 Long Hollow Pike
Goodlettsville, Tennessee 37072

WARRANTY DEED

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Kenneth S. Eidson 231 New Shackle Island Rd, Apt F4 Hendersonville, Tn. 37075	Same As New Owner	Map 17 Parcel 198

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, JIM SISCO, joined by his wife, CHARLENE R. SISCO, hereinafter referred to as the "GRANTORS", have bargained and sold, and by these presents do transfer and convey unto the said KENNETH S. EIDSON, a single man, hereinafter referred to as the "GRANTEE", his heirs and assigns, a certain tract or parcel of land in the Tenth Civil District of Davidson County, Tennessee, described as follows, to-wit:

A certain tract or parcel of land in the Tenth Civil District of Davidson County, Tennessee, described according to a survey dated November 8, 1988, revised on December 9, 1988, and further revised on December 21, 1988, by Ray G. Cole, Registered Land Surveyor, Number 924, Job No.: 88-210, and further identified as Tract 4 on the survey of the Jim Sisco property, said property being more particularly and specifically described as follows, to-wit:

TRACT 4: BEGINNING at an iron pin set in the southerly line of Charles D. Spurlock, the most northwest corner of Tract 3 this survey, and being the most northeast corner of the tract described herein; thence, with the line of said Tract 3, S. 10 deg. 43 min. 30 sec. W. passing an iron pin set in the center of a private Road at 207.07 feet and in all a total of 519.17 feet to an iron pin set; thence, S. 89 deg. 39 min. 46 sec. W. 117.64 feet to an existing iron pin; thence, S. 70 deg. 41 min. 13 sec. W. 64.72 feet to an existing iron pin; thence, S. 66 deg. 27 min. 22 sec. W. 151.31 feet to an existing iron pin; thence, S. 68 deg. 21 min. 34 sec. W. 85.45 feet to an existing iron pin; thence, S. 59 deg. 54 min. 06 sec. W. 7.49 feet to an iron pin set, said point being the most southeast corner of Tract 5 this survey; thence, with the line of said Tract 5, N. 08 deg. 57 min. 31 sec. E. passing an iron pin set in the center of a private Road 490.58 feet and in all a total of 653.71 feet to an iron pin set, the most northeast corner of said Tract 5 and being in the southerly line of said Charles D. Spurlock; thence, with the line of said Spurlock, S. 83 deg. 56 min. 59 sec. E. 134.96 feet to an iron pin set, corner to said Spurlock; thence, continuing with the line of said Spurlock S. 89 deg. 12 min. 59 sec. E. 263.97 feet to the beginning, containing 5.00 acres more or less.

BEING a part of the same property conveyed to Jim Sisco by deed from C. W. Culwell, Jr. and R. L. Culwell, of record in Book 6129, page 37, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE is made subject to a utility easement, 10 feet in width, crossing the property hereinabove described for the installation, maintenance and repair of water lines, sewer lines, electric power lines, T.V. cable lines and other utility lines of every kind and description for the use and benefit of the GRANTEE and owners of other tracts within the subdivision of the Jim Sisco Property, this date conveyed, their respective heirs, personal representatives or assigns, which easement is permanent and perpetual and is more specifically and particularly described as follows, to-wit:

Land in the 10th Civil District of Davidson County, Tennessee and described according to a survey by Ray G. Cole, Registered Land Surveyor, No. 924 dated November 8, 1988 as follows:

10 Foot Utility Easement: BEGINNING at an iron pin set in the northerly margin of Lickton Pike, the most southwest corner of Judith Wilkinson Property of record in Deed Book 7074, Page 307, Register's Office, Davidson County, Tenn., and being the most southeast corner of this easement; thence, with the margin of said Pike S. 70 deg. 00 min. 00 sec. W. 11.08 feet to a point in the margin of said Pike; thence, leaving said Pike and continuing as follows: N.05 deg. 30 min. 47 sec. E. 269.28 feet; thence, N. 47 deg. 42 min. 32 sec. E. 162.76 feet, N. 13 deg. 12 min. 15 sec. E. 57.14 feet, N. 15 deg. 31 min. 10 sec. W. 67.53 feet, N. 67 deg. 51 min. 58 sec. W. 220.39 feet, N. 42 deg. 20 min. 17 sec. W. 233.17 feet, N. 52 deg. 19 min. 33 sec. W. 155.37 feet, N. 63 deg. 51 min. 42 sec. W. 192.05 feet, N. 83 deg. 17 min. 39 sec. W. 355.61 feet, N. 72 deg. 40 min. 45 sec. W. 165.12 feet, N. 45 deg. 43 min. 30 sec. W. 21.83 feet, N. 27 deg. 01 min. 14 sec. E. 72.65 feet to a point in the southerly margin of a 50 foot access easement; thence, with the line of said easement S. 83 deg. 56 min. 59 sec. E. 10.71 feet to a point in the margin of said easement; thence, leaving said easement and continuing as follows: S. 27 deg. 01 min. 14 sec. W. 69.12 feet, S. 45 deg. 43 min. 30 sec. E. 12.07 feet, S. 72 deg. 40 min. 45 sec. E. 161.80 feet, S. 83 deg. 17 min. 39 sec. E. 356.40 feet, S. 63 deg. 51 min. 42 sec. E. 194.78 feet, S. 52 deg. 19 min. 33 sec. E. 157.25 feet, S. 42 deg. 20 min. 17 sec. E. 231.78 feet, S. 67 deg. 51 min. 58 sec. E. 223.04 feet, S. 15 deg. 31 min. 10 sec. E. 75.00 feet, S. 13 deg. 12 min. 15 sec. W. 62.81 feet, S. 47 deg. 42 min. 32 sec. W. 162.00 feet, S. 05 deg. 30 min. 47 sec. W. 260.65 feet to the beginning, containing 0.45 acre more or less.

THIS CONVEYANCE is made subject to the following easement for ingress and egress, access easements or roadway easements for ingress and egress from and to the properties this date conveyed to Ernest W. Bell and wife, Sara F. Bell, (Tract 3); Kenneth S.

Eidson, a single man, (Tract 4); and Daniel W. Caldwell and wife, Debra M. Caldwell, (Tract 5), more particularly and specifically described as follows, to-wit:

Access Easement to Tract 3: BEGINNING at a point, said point being S. 10 deg. 43 min. 30 sec. W. 182.07 feet from an iron pin set. a common corner to Tracts 3 and 4 this survey and in the southerly line of Charles D. Spurlock; thence, from said beginning point and with the common line of Tracts 3 and 4, S. 10 deg. 43 min. 30 sec. W. 50.00 feet to a point in the line of said Tracts 3 and 4; thence, N. 83 deg. 18 min. 19 sec. W. 311.18 feet, N. 72 deg. 40 min. 45 sec. W. 178.42 feet, N. 45 deg. 43 min. 30 sec. W. 60.88 feet, N. 27 deg. 01 min. 14 sec. E. 108.28 feet, to a point in the southerly margin of a separate 50 foot access easement; thence, with the margin of said easement S. 53 deg. 16 min. 59 sec. E. 39.37 feet, S. 83 deg. 56 min. 59 sec. E. 11.99 feet to a point in the margin of said easement; thence, leaving said easement S. 27 deg. 01 min. 14 sec. W. 69.12 feet, S. 45 deg. 43 min. 30 sec. E. 12.07 feet, S. 72 deg. 40 min. 45 sec. E. 161.80 feet and S. 83 deg. 16 min. 58 sec. E. 310.04 feet to the beginning, containing 0.69 acre more or less.

Access Easement to Tract 4: BEGINNING at a point, said point being S. 8 deg. 57 min. 31 sec. W. 137.87 feet from an iron pin set, a common corner to Tracts 4 and 5 this survey and being in the southerly line of Charles D. Spurlock; thence, from said beginning point and with the common line to Tracts 4 and 5 S. 8 deg. 57 min. 31 sec. W. 50.54 feet to a point in said line; thence, N. 72 deg. 40 min. 45 sec. W. 99.60 feet, N. 45 deg. 43 min. 30 sec. W. 60.88 feet, N. 27 deg. 01 min. 14 sec. E. 108.28 feet to a point in the margin of a separate 50 foot access easement; thence, with said easement S. 53 deg. 16 min. 59 sec. E. 39.37 feet, S. 83 deg. 56 min. 59 sec. E. 11.99 feet to a point in the margin of said easement; thence, leaving said easement S. 27 deg. 01 min. 14 sec. W. 69.12 feet, S. 45 deg. 43 min. 30 sec. E. 12.07 feet, and S. 72 deg. 40 mi. 45 sec. E. 80.26 feet to the beginning, containing 0.24 acre more or less.

RESTRICTIVE COVENANTS: This conveyance is made subject to the following Restrictive Covenants, which shall be covenants running with the land for a period of twenty-five (25) years:

1. No mobile home shall be allowed on the property, temporarily or permanently, regardless of whether or not the said mobile home is equipped with wheels or with the wheels removed.

2. No residence or dwelling shall be built or erected having a floor area of less than 1600 square feet, excluding garages, carports, basements and breezeways.

3. The foregoing stipulations, covenants and conditions are and shall be binding and obligatory upon all of the owners of all of the properties within the subdivision of the Jim Sisco Property, their respective heirs, personal representatives, successors and assigns for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless instruments signed by all of the owners of the respective properties have been recorded, agreeing to change said covenants, in whole or in part. These covenants shall not

be modified or amended, except by written instrument signed by all of the said property owners, their heirs, personal representatives or assigns.

4. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, hereinabove set forth, either to restrain the violation or to recover damages, or both, and the owner of any tract within the subdivision of the Jim Sisco property shall have the full right and authority to enforce these restrictive covenants. In the event of litigation, the violating property owner shall pay to the enforcing property owner, all costs or expenses usual or incidental to the enforcement of the said Restrictive Covenants, including the enforcing parties' reasonable attorney's fees, court costs and other litigation costs.

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 the GRANTOR, JIM SISCO, does covenant with the said GRANTEE, that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it and warrants that the same is unencumbered, except as follows:

1. Rights of others in the easement hereinabove recited.

2. The Restrictive Covenants hereinabove set forth.

3. 1989 taxes which shall be paid in full by the GRANTEES.

4. Subject to the terms, provisions and conditions of a Roadway Agreement, recorded simultaneously herewith.

And the GRANTOR, JIM SISCO, does further covenant and bind himself and his heirs and representatives to warrant and forever defend the title to the said land unto the said GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever.

CHARLENE R. SISCO, wife of JIM SISCO, joins in this conveyance to convey any and all right, title or interest which she may have in the said property, marital or otherwise.

WITNESS our hands on this the 29th day of December, 1988.

JIM SISCO

Charlene R. Sisco

CHARLENE R. SISCO

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JIM SISCO and wife, CHARLENE R. SISCO, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 29th day of December, 1988.

NOTARY PUBLIC

My Commission Expires: Jan 11, 1992

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $8,750.00.

Kenneth S. Eidson
Affiant

Sworn to and subscribed before me, this the 29th day of December, 1988.

NOTARY PUBLIC

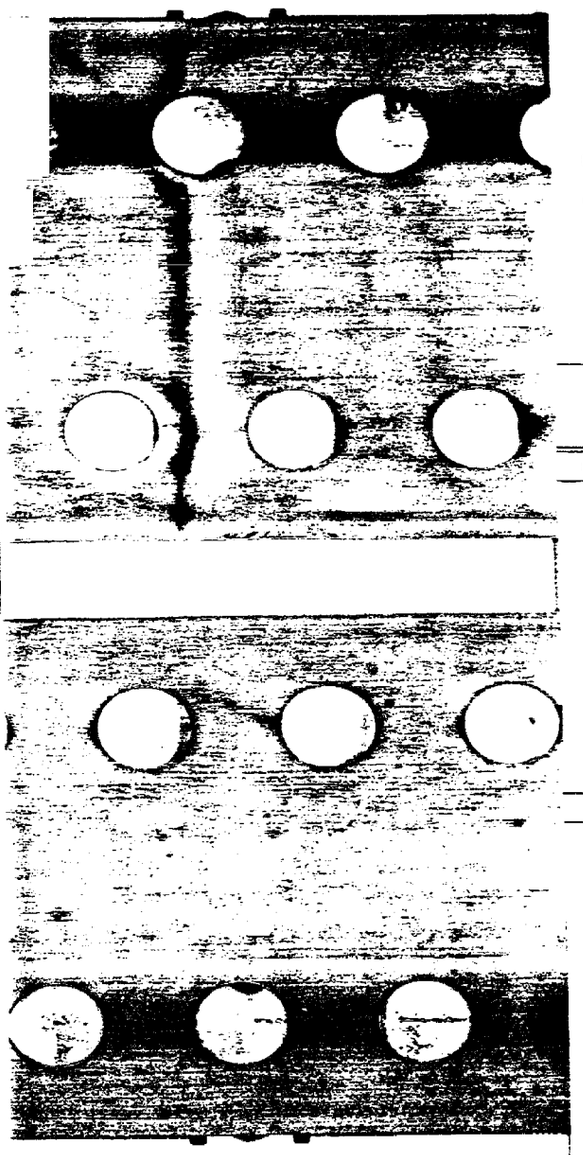
My Commission Expires: Jan 11, 1992

3932 01/06 0101 03CHECK 44.21

99508

FILED FOR RECORD
JAN 6 10 21 AM '89
DAVIDSON COUNTY, TENN.

RECEIVED FOR REFERENCE



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

RECEIVED OF _____

FOR _____

BOOK 7745 PAGE 983

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CC 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

CAMT 8750.00
CON TX 28.71
PRFEE 0.50
WDEED 15.00
TOTAL 44.21
CHECK 44.21

01/06/89 01 10:22 0001 3932

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

99508

IDENTIFICATION REFERENCE

JAN 6 10 21 AM '89

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

No. 170615