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. |
|---|---|---|
| Daniel W. Caldwell, et ux<br>1634 Union Hill Rd.<br>Goodlettsville, Tn. 37072 | Same As New Owner | Map 17<br>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 DANIEL W. CALDWELL and wife, DEBRA M. CALDWELL, hereinafter referred to as the "GRANTEES", their 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 5 on the survey of the Jim Sisco property, said property being more particularly and specifically described as follows, to-wit:

TRACT 5: BEGINNING at an iron pin set, corner to Johnny Ray Brooks Property of record in Deed Book 6146, Page 985, Register's Office, Davidson County, Tennessee, corner to Charles D. Spurlock, and being the most northwest corner of this tract; thence, with the line of said Spurlock for the next four calls as follows: S. 9 deg. 29 min. 59 sec. E. 147.00 feet to an iron pin set; thence, S. 27 deg. 12 min. 59 sec. E. 68.30 feet to an iron pin set; thence, S. 53 deg. 16 min. 59 sec. E. 79.30 feet to an iron pin set; thence, S. 83 deg. 56 min. 59 sec. E. 68.74 feet to an iron pin set, said point being in the line of said Spurlock, and being the most northwest corner of Tract 4 this survey; thence, with the line of said Tract 4, S. 8 deg. 57 min. 31 sec. W. passing an iron pin set in the center of a private Road at 163.13 feet and in all a total of 653.71 feet to an iron pin set; thence, S. 59 deg. 54 min. 06 sec. W. 265.55 feet to an existing corner rock; thence, N. 7 deg. 10 min. 27 sec. E. 1018.69 feet to an iron pin set, corner to said Brooks; thence, with the line of said Brooks N. 30 deg. 36 min. 09 sec. E. 33.20 feet to the beginning, containing 4.02 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 GRANTEES 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,

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 GRANTEES, 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 GRANTEES, their 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

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 GRANTEES, 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 GRANTEES, their 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 $5,500.00.

Daniel W Caldwell
Affiant

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

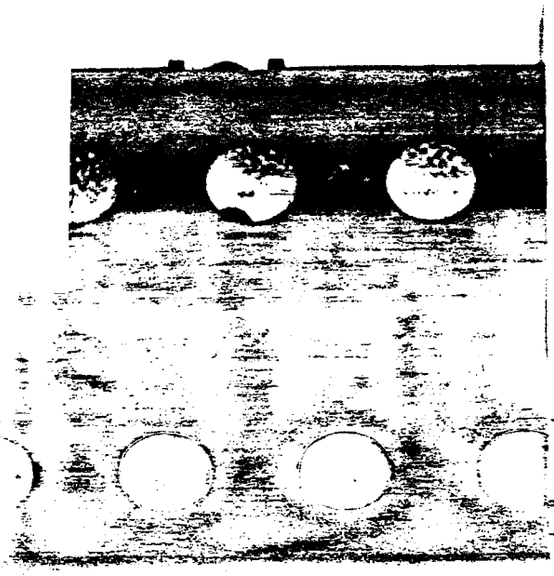
NOTARY PUBLIC

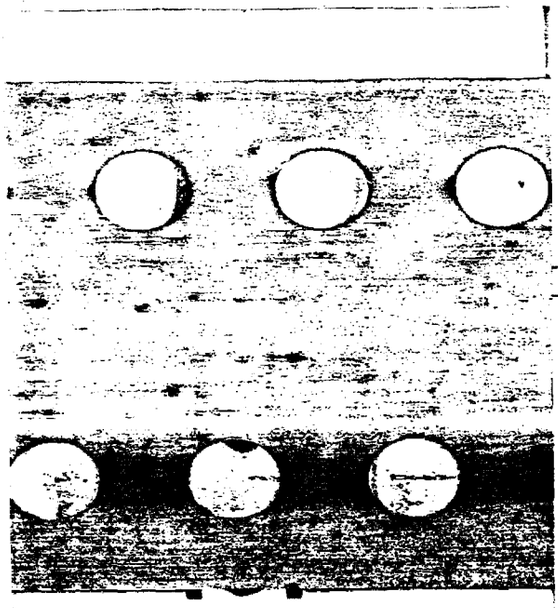
My Commission Expires: Jan 11, 1992

3934 01/06 0101 03CHECK 33.65

99510

RECEIVED FOR RECORD
JAN 6 10 22 AM '89
FELIX A. WILSON, REGISTER
DAVIDSON COUNTY, TN





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

RECEIVED OF _____

FOR _____

BOOK 7745 PAGE 937

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | | CAMT 5500.00 |
| | | | | CON TX 18.15 |
| | | | | PRFEE 0.50 |
| | | | | WDEED 15.00 |
| | | | | TOTAL 33.65 |
| | | | | CHECK 33.65 |
| | | | 01/06/89 01 | 10:23 0001 3934 |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

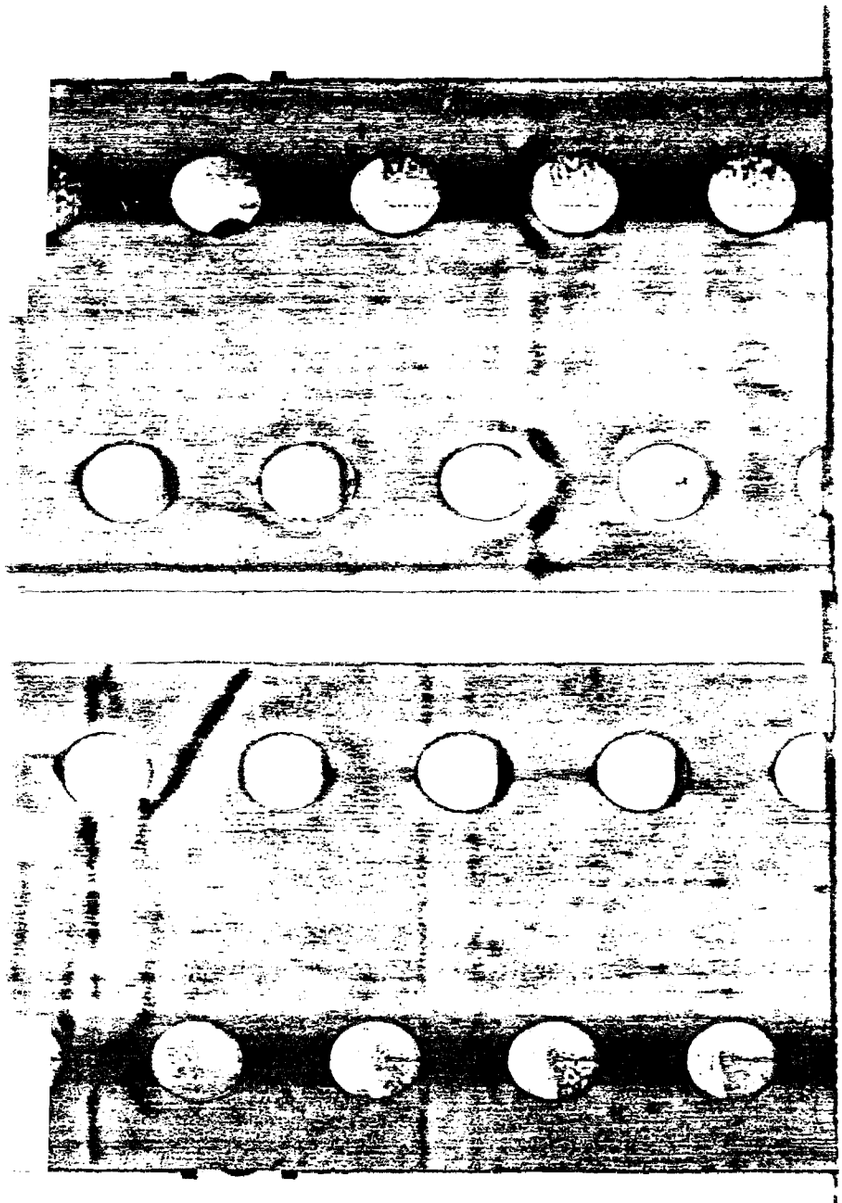
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IDENTIFT REFERENCE

JAN 6 10 22 AM '89

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY TN

**No.** 170617



1-6-89

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