Mail

BOOK 7940 PAGE 598

THIS INSTRUMENT PREPARED BY: Homer R. Ayers, Attorney-at-Law
112 Long Hollow Pike, Suite 201
Goodlettsville, Tennessee 37072

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
SEP 18 1 51 PM '88

IDENTIFICATION REFERENCE

6 7 0 4 5

WARRANTY DEED

ADDRESS NEW OWNER:	PERSON/ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:	MAP/PARCEL
David A. Cole, IV, et ux 5911 Lickton Pike Goodlettsville, Tn. 37072	NEW OWNER	

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 which is hereby acknowledged, P & G PROPERTY INVESTMENT, INC., hereinafter referred to as the "GRANTOR", has bargained and sold, and by these presents does hereby transfer and convey unto DAVID A. COLE IV AND WIFE, LILLIE BELLE COLE, hereinafter referred to as the "GRANTEE", their heirs, successors and assigns, that certain tract or parcel of land located in DAVIDSON County, Tennessee, and described as follows, to-wit:

BEING Tract No. 1 on the Plan of the Glenn Swift Property of record in Plat Book 6200, page 849, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of the metes and bounds of the said property.

BEING a part of the same property conveyed to P & G Property Investment, Inc. by deed from Mellanie Garrett DeLoach and husband, Tommy DeLoach, of record in Book 7771, page 436, Register's Office for Davidson County, Tennessee.

The said property is improved property known as 5900 Lickton Pike, Goodlettsville, Tennessee 37072.

The said property is conveyed subject to the following restrictive covenants which shall be covenants running with the land for a period of twenty-five (25) years from date hereof:

1. No mobile home shall be permitted on the said property, temporarily or permanently.

2. No swine, poultry, junk cars or trucks shall be permitted on the said property.

3. The foregoing Restrictive Covenants may be enforced by Dallas H. Gregory and wife, Elizabeth J. Gregory, the survivor of them, or their respective heirs, personal representatives or assigns. If the GRANTEE shall violate these Restrictive Covenants, enforcement may be in the form of injunctive relief or damages, or both. If these Restrictive Covenants are violated, in whole or in part, the GRANTEES agree that they will pay the reasonable attorney's fees, court costs, deposition costs, and other litigation expenses of the complaining party.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estates, title and interest thereto belonging to the said GRANTEE, their heirs, successors and assigns, forever.

And, GRANTOR does covenant with the said GRANTEE, that it 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. 1989 taxes which are a lien but not yet due and payable.

2. The Restrictive Covenants hereinabove set forth.

3. Any and all matters which may appear of record on the Plan of the Glenn Swift property of record in Plat Book 6200, page 849, said Register's Office.

4. All other matters which may be apparent or of record.

And GRANTOR further covenants and binds itself, its successors and representatives to warrant and forever defend the title to the said land to the said GRANTEE, their heirs, successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands on this the 14th day of SEPTEMBER, 1989.

GRANTOR:

P & G PROPERTY INVESTMENT, INC.

By: Glenn Swift, President
GLENN SWIFT, President

GRANTEES:

David A Cole IV
DAVID A. COLE IV

Lillie Belle Cole
LILLIE BELLE COLE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared DAVID A. COLE IV AND WIFE, LILLIE BELLE COLE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office on this the 14th day of SEPTEMBER, 1989.

Patsy C. Davidson
NOTARY PUBLIC

My commission expires: 12/3/89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, GLENN SWIFT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, under oath, acknowledged that HE is the PRESIDENT of P & G PROPERTY INVESTMENT, INC., a Tennessee banking association, the within named bargainor, and that he as such authorized officer, executed the within instrument for the purposes therein contained by signing the name of said banking association by himself as such PRESIDENT.

WITNESS my hand and official seal this the 14th day of SEPTEMBER, 1989.

Patsy C. Davidson
NOTARY PUBLIC

My Commission Expires: 12/3/89

5747 09/18 0101 03CHECK 119.26

* * * * * * * * * *

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $32,250.00.

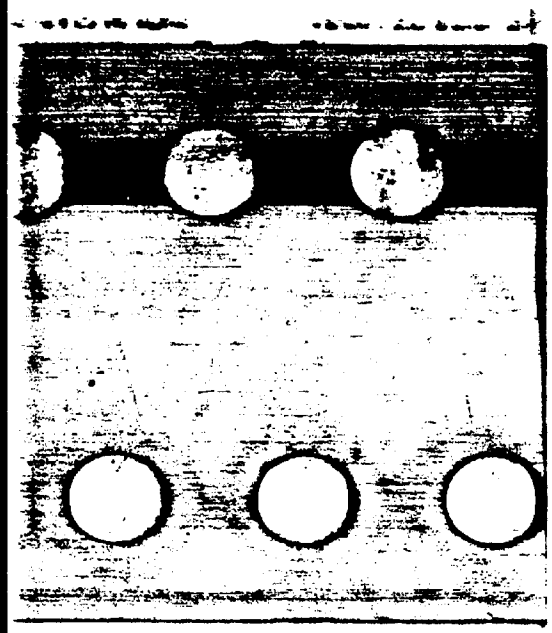
David N. Cole, IV
Affiant

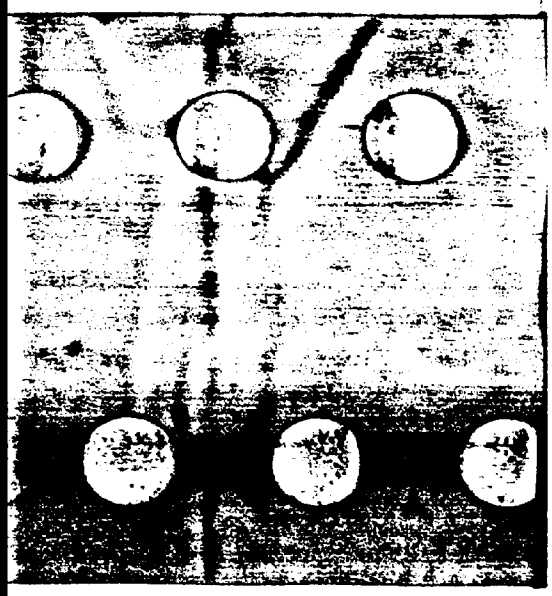
Sworn to and subscribed before me, this the 14th day of SEPTEMBER, 1989.

Patsy C. Dawson
NOTARY PUBLIC

My Commission Expires: 12/31/89

NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7940 PAGE 602

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	32250.00
CON TX	106.26
PRFEE	1.00
MDEED	12.00
TOTAL	119.26
CHECK	119.26

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/18/89 01 13:51 0001 5747

6.7.0.4 5.

IDENTIFICATION REFERENCE

SEP 18 1 51 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 249729