THIS INSTRUMENT PREPARED BY:

Mail

Homer R. Ayers, Attorney At Law
Bank of Goodlettsville, Suite 201
112 Long Hollow Pike
Goodlettsville, Tennessee 37072

BOOK 9434 PAGE 355

WARRANTY DEED

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
William P. Jones, Trustee 103 Bluegrass Commons Blvd. P. O. Box 738 Hendersonville, TN 37077-0738	Same as New Owner	Map 53-12 Parcel 166 Field Book LW 04420

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, FRANCES GLASCOCK TOMLINSON and JOHN MICHAEL TOMLINSON, Co-Trustees of Trust A under the Last Will and Testament of Ernest M. Tomlinson, deceased, HOMER L. TOMLINSON, DORIS T. BARNES, CLEO T. DENNEY, PATRICIA T. COBB and ANNA T. CALLIS, heirs at law and beneficiaries of the estates of William Ernest Tomlinson and wife, Erline Cooksey Tomlinson, both deceased, hereinafter jointly and severally referred to as the "GRANTORS", have bargained and sold, and by these presents do transfer and convey unto WILLIAM P. JONES, Trustee, with the power to sell, mortgage or convey the said property, without the joinder of any beneficiary, hereinafter referred to as the "GRANTEE", his successors in trust or and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Property located in Davidson County, Tennessee, within the city limits of Lakewood, being Lot No. 3 and a part of Lot No. 4, Section One, of Life and Casualty Insurance Company's property at Old Hickory, of record in Plat Book 843, page 56, R.O.D.C., TN, and being more particularly described according to a survey by Wamble & Associates, as follows, to-wit:

BEGINNING at a point on the northern right-of-way of Lakeshore Drive (formerly Pitts Avenue), said point being an iron pipe found at the southwest corner of property conveyed to Harry Alvin Hosey, et ux, as of record in Deed Book 6607, page 436, R.O.D.C., TN; thence, following said northern right-of-way, North 48 deg. 19' 00" West 350.44 feet to a point on the southern boundary of the Corps of Engineers Old Hickory Lake property; thence, following said southern boundary of said Corps property the next seven calls, North 42 deg. 18' 35" East 175.00 feet to a point; thence, North 39 deg. 18' 35" East 102.00 feet to a point; thence, North 57 deg. 03' 35" East 88.00 feet to a point; thence, North 72 deg. 20' 35" East 85.00 feet to a point; thence, South 85 deg. 11' 25" East 90.00 feet to a point; thence, South 69 deg. 41' 24" East 103.00 feet to a point; thence, South 31 deg. 39' 43" East 99.99 feet to a point; said point being the northwest corner of the aforementioned Harry Alvin Hosey, et ux property; thence, following the west line of said Hosey property, South 39 deg. 06' 39" West 498.26 feet to the point of beginning and containing 160,494 square feet or 3.68 acres, more or less.

BEING the same property conveyed to William Ernest Tomlinson and Erline Cooksey Tomlinson, by deeds of record in Book 1088, page 288, and Book 1085, page 438, Register's Office for Davidson County, Tennessee.

The said William Tomlinson died testate on February 27, 1985, at the age of 84 years, a citizen and resident of Davidson County, Tennessee, at which time, the said real property became vested in his widow, Erline Cooksey Tomlinson, in fee simple. Erline Cooksey Tomlinson died testate on August 9, 1990, at the age of 82 years and by the terms of her Last Will and Testament filed for probate in the Probate Court for Davidson County, Tennessee, in the matter of: *The Estate of Erline Cooksey Tomlinson, deceased*, case number 95992, all of her estate, real, personal or mixed, became vested in her children, Ernest M. Tomlinson, Homer L. Tomlinson, Doris T. Barnes, Cleo T. Denney, Patricia T. Cobb and Anna T. Callis, as tenants in common, the said children being the only children born to or adopted by William Ernest Tomlinson and/or Erline Cooksey Tomlinson during their respective lifetimes, and their only

heirs-at-law. Ernest M. Tomlinson died testate on January 11, 1994, and by the terms of his Last Will and Testament, Ernest M. Tomlinson gave, devised and bequeathed all of his estate, real, personal or mixed, to his wife, Frances Glascock Tomlinson, provided, however, that the said Frances Glascock Tomlinson would have the right to disclaim any asset, in which case, such asset should be devised or bequeathed to a trust established under the said will and identified as "Trust A", to be administered by Frances Glascock Tomlinson and John Michael Tomlinson, as Co-Trustees. The said Frances Glascock Tomlinson has disclaimed her right, title or interest in and to the real property hereinabove described, together with her right to the rents, profits and proceeds from the sale of same, as a result of which, the interest of Ernest M. Tomlinson is now vested in Frances G. Tomlinson and John Michael Tomlinson, as Co-Trustees of Trust A under the Last Will and Testament of Ernest M. Tomlinson, a/k/a Ernest Morrell Tomlinson, deceased. Therefore, ownership and title to the real property, as hereinabove described, is vested in Frances Glascock Tomlinson and John Michael Tomlinson, Co-Trustees of Trust A under the Last Will and Testament of Ernest M. Tomlinson, deceased, a one-sixth (1/6) undivided interest, Homer L. Tomlinson, a one-sixth (1/6) undivided interest, Doris T. Barnes, a one-sixth (1/6) undivided interest, Cleo T. Denney, a one-sixth (1/6) undivided interest, Patricia T. Cobb, a one-sixth (1/6) undivided interest, and Anna T. Callis, a one-sixth (1/6) undivided interest.

The foregoing description was prepared from a survey dated June 24, 1994, by Jimmy C. Yates, Registered Land Surveyor, License No. 1597.

The current mailing address for the said property is 3023 Lakeshore Drive, Old Hickory, Tennessee 37138.

It is the intent of the parties that the GRANTEE, WILLIAM P. JONES, Trustee, shall hold title to the said property as Trustee, and not individually, but that the said WILLIAM P. JONES shall have the full power and authority to sell, mortgage or convey all or any part of the real property as hereinabove described, without the joinder of any beneficiary and without the joinder of any other persons, corporations or other entities.

RESTRICTIVE COVENANTS:

The GRANTORS and GRANTEE agree that the following Restrictive Covenants will apply to the real property, hereinabove described, and to any and all lots later formed as a subdivision of same and will be covenants running with the land for a period of twenty-five (25) years from the date of the execution of this Deed.

1. The minimum square footage shall be 1600 square feet for a ranch style house. All others shall be a minimum of 2000 square feet.
2. All homes must have exterior of at least 75% brick.
3. All construction plans must be submitted to and approved by developer, prior to construction.
4. All general contractors must be approved by developer.
5. All homes shall have an attached two car garage.
6. All mailboxes shall be of uniform design.
7. All driveways shall be concrete aggregate, or otherwise approved by developer.
8. No fences shall be erected in the front 80% of each home and must be of a decorative nature, as approved by developer.
9. All boat docks must be approved by the U. S. Corps of Engineers.
10. All pets, including dogs and cats, shall be governed by Davidson County's Lease and Excessive Noise Laws.

11. Notwithstanding, nothing contained herein, shall prevent the developer from further restricting the use of the said property or any parts thereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his successors in trust or and assigns, forever.

And WE, the GRANTORS, do covenant with the said GRANTEE, that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and warrant that the same is unencumbered, except as follows:

1. Taxes for the taxable year 1994, which are a lien but not yet due and payable, which have been prorated between the parties and will be paid, in full, by the GRANTEE, when due.

2. Right of way easement granted to Southern Bell Telephone and Telegraph Company, Inc. of record in Book 924, page 121, and Book 946, page 64, said Register's Office.

3. Sewer easement granted to Harry A. Hosey, et ux, by deed of easement of record in Book 3160, page 533, said Register's Office.

4. Subject to any and all matters shown on the Plan of Life and Casualty Subdivision property, Old Hickory, Tennessee, of record in Book 843, page 56, said Register's Office.

5. Restrictive covenants of record in Book 946, page 64, said Register's Office, except for such restrictions as may not be enforceable by statute or by operation of law.

6. Subject to easements and restrictions imposed by the U. S. Corps of Engineers for that property, or any part thereof, contiguous to Old Hickory Lake.

ANNA T. CALLIS executes this Warranty Deed as Attorney-in-Fact for FRANCES G. TOMLINSON, JOHN MICHAEL TOMLINSON, HOMER L. TOMLINSON, DORIS T. BARNES, CLEO T. DENNEY and PATRICIA T. COBB under a Power of Attorney being recorded simultaneously herewith in the Register's Office for Davidson County, Tennessee.

And WE, the GRANTORS, do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to the said land to the said GRANTEE, his successors in trust or assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands on this the 28th day of July, 1994.

"GRANTORS" "GRANTEE"

Frances Glascock Tomlinson
FRANCES GLASCOCK TOMLINSON, Co-Trustee
of Trust A under the Last Will and Testament
of Ernest M. Tomlinson, deceased
BY: Anna T. Callis, Attorney In Fact

WILLIAM P. JONES, Trustee

John Michael Tomlinson
JOHN MICHAEL TOMLINSON, Co-Trustee
of Trust A under the Last Will and Testament
of Ernest M. Tomlinson, deceased
BY: Anna T. Callis, Attorney In Fact

Homer L. Tomlinson
HOMER L. TOMLINSON
BY: Anna T. Callis, Attorney in Fact

Doris T. Barnes
DORIS T. BARNES
BY: Anna T. Callis, Attorney in Fact

Cleo T. Denney
CLEO T. DENNEY
BY: Anna T. Callis, Attorney in Fact

Patricia T. Cobb
PATRICIA T. COBB
BY: Anna T. Callis, Attorney in Fact

Anna T. Callis
ANNA T. CALLIS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, WILLIAM P. JONES, Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 28th day of July, 1994.

Patsy C. Davis
NOTARY PUBLIC

PATSY C. DAVIS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

Expires: 12/6/97

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

On this the 28th day of July, 1994, before me, personally appeared ANNA T. CALLIS , to me known to be the person who executed the foregoing instrument on behalf of FRANCES G. TOMLINSON, JOHN MICHAEL TOMLINSON, HOMER L. TOMLINSON, DORIS T. BARNES, CLEO T. DENNEY and PATRICIA T. COBB and acknowledged that she executed the same as the free act and deed of the said FRANCES G. TOMLINSON, JOHN MICHAEL TOMLINSON, HOMER L. TOMLINSON, DORIS T. BARNES, CLEO T. DENNEY and PATRICIA T. COBB.

WITNESS my hand and official seal this the 28th day of July, 1994.

NOTARY PUBLIC

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

My Commission Expires: 9/17/97

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ANNA T. CALLIS with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 28th day of July, 1994.

NOTARY PUBLIC

My Commission Expires: 9/17/97

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $350,000.00.

Affiant

Sworn to and subscribed before me on this the 28th day of July, 1994.

NOTARY PUBLIC

My Commission Expires: 12/6/97

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

5971 08/11 0101 03CHECK 1316.00

80337
IDENTIF. & REFERENCE

94 AUG 11 AM 9:17

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.



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

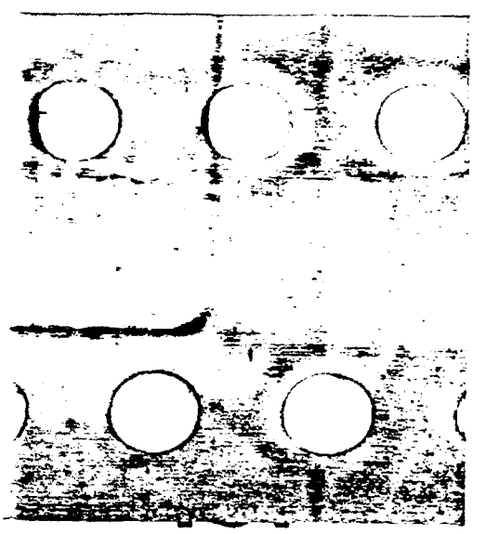
RECEIVED OF _____

FOR _____

BOOK 9434 PAGE 360

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
350000.00
CON TX 1295.00
PRFEE 1.00
WDEED 20.00
~~TOTAL 1316.00~~
~~SPECIAL 1316.00~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/11/94 01 09:17 0001 6971

80337
IDENTIF. ↑ REFERENCE

94 AUG 11 AM 9:17
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 823445