OLD REPUBLIC

National Title Insurance Company
344 Fourth Avenue North
Nashville, Tennessee 37219-1611

BOOK 10538 PG. 98

STATE OF TENNESSEE)
COUNTY OF Davidson)
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $207,000.00

T. Hudgins Hudgins
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE, THIS THE 2nd DAY OF July 1997

Samuel F. Anderson
NOTARY PUBLIC

My Commission expires: 3/24/01

THIS INSTRUMENT PREPARED BY
Samuel F. Anderson, 2016 8th Ave., S., Nashville, TN 37204
NAME ADDRESS

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
T. Herschel Hudgins etux	SAME	P/O 66-60
(NAME)	(NAME)	
8384 River Road		
(ADDRESS)	(ADDRESS)	
Nashville, TN 37209		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Warranty Deed

For and in Consideration of the sum of $10.00 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, we

Frank O. Bates and Mattie Lou Resha

hereinafter called the **GRANTORS**, have bargained and sold, and by these presents do transfer and convey unto

T. Herschel Hudgins and wife, Mildred Hudgins

hereinafter called the **GRANTEES**, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

7434 07/22 0101 03 REGIS 7:12.00

0328969
IDENTIFICATION REFERENCE

97 JUL 22 AM 11:52
REGISTER
DAVIDSON COUNTY, TN

PICK-UP

SEE EXHIBIT "A" ATTACHED

unimproved (X)
This is improved ( ) property, known as _____ (House Number) (Street) (City) (State) (Zip)

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. We do covenant with 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 set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the 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 2nd day of July, 1997.

Frank O. Bates

Mattie Lou Resha

Joann L. Bates

INDIVIDUAL ACKNOWLEDGMENTS:

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STATE OF TENNESSEE }
County of Davidson }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Frank O. Bates and wife, Jeannie L. Bates and Mattie Lou Resha, unmarried, the bargainor(s), with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 2nd day of July, 1997.

My Commission expires:
3/24/01

Notary Public

STATE OF TENNESSEE }
County of }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named _____, the bargainor(s), with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this _____ day of _____, 19____.

My Commission expires:

_____

Notary Public

STATE OF TENNESSEE }
County of }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named _____, the bargainor(s), with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this _____ day of _____, 19____.

My Commission expires:

_____

Notary Public

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT:

STATE OF TENNESSEE }
County of }

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath, acknowledged _____self to be the _____ of _____, the within named bargainor, a corporation (or partnership), and that ____, as such officer (or partner), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation (or partnership) by _____self as such officer (or partner).

Witness my hand and official seal at office this _____ day of _____, 19____.

My Commission expires:

_____

Notary Public

EXHIBIT "A"

TRACT 1

Beginning at an iron post located in the southerly right-of-way of River Road Pike; said post being the northwest corner of the Hershel Hudgins property (Deed Book 4691, Page 208) and being the northeast corner of the herein described land; thence with Hudgins line as follows; S 29 deg. 45' W a distance of 1188.82 feet to an iron post; N 51 deg. 20' W a distance of 210.59 feet to an iron pin located at the southeast corner of Tract 2; thence with Tract 2 N 27 deg. 41' E a distance of 1162.79 feet to an iron pin located in the southerly right-of-way of River Road Pike; thence with the right-of-way of the pike S 58 deg. 55' E a distance of 250.00 feet to the point of beginning, containing 6.17 acres more or less, according to a survey performed by Ronny G. Brown Surveying, RLS No. 763, Franklin, Tennessee, dated June 2, 1997.

TRACT 2

Beginning at an iron post located in the southerly right-of-way of River Road Pike; said post being the northwest corner of the Hershel Hudgins property (Deed Book 4691, Page 208); thence with the right-of-way of the pike N 58 deg. 55' W a distance of 250.00 feet to the true point of beginning; said point being the northwest corner of Tract 1 and the northeast corner of the herein described land; thence with Tract 1 S 27 deg. 41' W a distance of 1162.79 feet to an iron pin located in Hershel Hudgins' line; thence with Hudgins' line N 51 deg. 21' W a distance of 210.59 feet to an iron post located at a corner of Tract 5 and the southeast corner of Tract 3; thence with Tract 3 as follows; N 51 deg. 01' E a distance of 164.46 feet to an iron pin; N 3 deg. 50' E a distance of 172.75 feet to an iron pin; N 78 deg. 18' W a distance of 38.43 feet to an iron pin; N 27 deg. 36' E a distance of 839.10 feet to an iron pin located in the southerly right-of-way of River Road Pike; thence with the right-of-way of the pike S 58 deg. 55' E a distance of 250.00 feet to the point of beginning, containing 6.04 acres more or less, according to a survey performed by Ronny G. Brown Surveying, RLS No. 773, Franklin, Tennessee, dated June 2, 1997.

TRACT 3

Beginning at an iron post located in the southerly right-of-way of River Road Pike; said post being the northwest corner of the Hershel Hudgins property (Deed Book 4691, Page 208); thence with the right-of-way of the pike N 58 deg. 55' W a distance of 500.00 feet to the true point of beginning; said point being the northwest corner of Tract 2 and the northeast corner of the herein described land; thence with Tract 2 as follows; S 27 deg. 36' W a distance of 839.10 feet to an iron pin; S 78 deg. 18' E a distance of 38.43 feet to an iron pin; S 3 deg 50' W a distance of 172.75 feet to an iron pin; S 51 deg. 01' W a distance of 164.46 feet to an iron post located at a corner of the Hershel Hudgins property and a corner of Tract 5; thence with Tract 5 N 73 deg. 24' W a distance of 198.86 feet to an iron post located at the southeast corner of Tract 4; thence with Tract 4 N 20 deg. 32' E a distance of 1203.05 feet to an iron pin located in the southerly right-of-way of River Road Pike; thence with the right-of-way of the pike; N 58 deg. 55' W a distance of 302.49 feet to the point of beginning, containing 6.65 acres more or less, according to a survey performed by Ronny G. Brown Surveying, RLS No. 763, Franklin, Tennessee, dated June 2, 1997.

Being part of the same property conveyed to Frank O. Bates and wife, Nelda A. Bates and Edward F. Resha and wife, Mattie Lou Resha by Deed of record in Book 4626, page 379, Register's office for said County, the said Edward F. Resha having since died.

Also being the same property conveyed to Frank O. Bates by deed from Nelda A. Bates of record in Book 10520, page 196, Register's Office for said County.

Jeannie L. Bates joins in this conveyance for the express purpose of conveying any right, title or interest she may have in said property by virtue of her marriage to Frank O. Bates.

The above described property is conveyed to the Purchasers, their heirs and assigns, subject to the following restrictive covenants which are covenants running with the land and binding on and enforceable by the Purchasers, their heirs and assigns until June 12, 2017.

1. Any residence built upon the property must contain a minimum of 1,700 square feet of improved living area for a one story home and a minimum of 1,500 square feet on the first floor of a two story home. Said area does not include decks, patios, garages and/or carports.

2. Any residence must set back a minimum of 100 feet from the road and a minimum of 25 feet off side and rear lines.

3. Any detached garage, carport, utility building or barn must be built and located to the rear of the residence.

4. No trailer, mobile home, modular home, basement only, garage, or other out building shall at any time be used as a residence, either temporary or permanently, nor shall any residence of a temporary character be permitted on said property.

5. No poultry or swine operations shall be carried on upon the property. No noxious or offensive trade or business of any kind shall be carried on upon the property, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

6. No abandoned and/or inoperable vehicles, junk or litter to be left outside a building; property must be kept in a neat and orderly way.

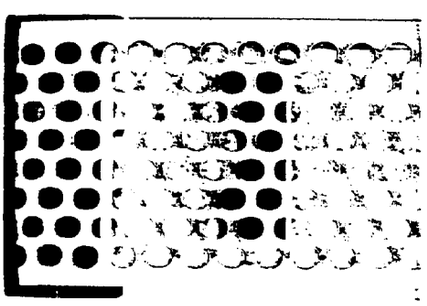
7. No illegal use of the property will be permitted.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE



RECEIVED OF _____

FOR _____

BOOK 10538 PG 102

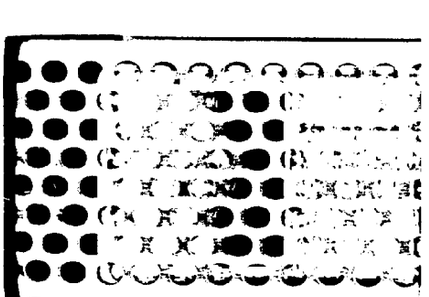
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CHRT
207000.00
CO TX 735.90
PRFEE 1.00
MISCED 26.00
TOTAL 762.90
CHECK 762.90

07/22/97 01 11:51 0001 7424

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0328969

IDENTIF. & REFERENCE

97 JUL 22 AM 11:52

REGISTER
DAVIDSON CO. TN

No. 1177116