# WARRANTY DEED

BOOK 10755 PAGE 349

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 28,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 6th DAY OF January, 19 98

Notary Public

MY COMMISSION EXPIRES: May 23, 1998
(AFFIX SEAL)

mail

**THIS INSTRUMENT WAS PREPARED BY**
DEANIE L. GREGORY, ATTORNEY, 223 Madison Street, S. 102, Madison, TN 37115

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Jackson Alan Fuller (NAME) | Same as New Owner (NAME) | MAP 17 |
| 1636 Union Hill Road ~~5916 Lickton Pike~~ (ADDRESS) | (ADDRESS) | PARCEL 305 |
| Goodlettsville, TN 37072 (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Randall C. Watts and Ralph C. Moore a/k/a R. C. Moore

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Jackson Alan Fuller and wife, Patricia A. Fuller

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

SEE ATTACHED EXHIBIT A

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.
98 JAN 12 PM 2:46

IDENTIFICATION REFERENCE
038408

unimproved ( X )
This is improved ( ) property, known as 5916 Lickton Pike, Goodlettsville, TN 37072
(House Number) (Street) (P.O. Address) (City or Town) (Postal 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; and we do covenant with the 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 herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said 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 hand s this 6th day of January, 19 98

Randall C. Watts

Randall C. Watts

Ralph C. Moore

Ralph C. Moore a/k/a R. C. Moore

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Randall C. Watts

the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at MADISON, Tennessee, this 6th day of January 19 98.

Commission expires 8-4-98

Notary Public

STATE OF TENNESSEE
COUNTY OF

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon _____ oath(s) acknowledged _____ to be the _____ and _____ respectively of the _____ the within named bargainor, and corporation, and that _____ as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____ 19_____.

My commission expires _____

Notary Public

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 Ralph C. Moore, a/k/a R. C. Moore, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at MADISON, Tennessee, this 6th day of January, 1998.

Commission expires: 8-4-98

NOtary Public



1257 01/12 0101 03CHECK 120.60

**EXHIBIT A**

Land in 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 1 on the survey of the Jim Sisco property, said property being more particularly and specifically described as follows, to-wit:

TRACT 1: Beginning at an iron pin set in the northerly margin of Lickton Pike, a corner to Judith Wilkinson Property of record in Deed Book 7074, Page 307, Register's Office for Davidson County, Tennessee, and being the most southeast corner of this tract; thence, with the margin of said Pike, S. 70 deg. 00 min. 00 sec. W. 50.00 feet to an iron pin set in the margin of said Pike, corner to Deborah S. Williams; thence, leaving said Pike and with the line of said Williams, N. 4 deg. 50 min. 45 sec. E. 269.12 feet to an iron pin set, corner to said Williams; thence, continuing with the line of said Williams for a ways and then the line of Garrett, S. 80 deg. 20 min. 45 sec. W. 297.45 feet to an existing iron pin, corner to said Garrett; thence, N. 2 deg. 26 min. 47 sec. W. 292.63 feet to an existing corner rock; thence, N. 60 deg. 05 min. 54 sec. W. 85.77 feet to an iron pin set, said point being a common corner to Tract 3 this survey; thence, with the line of said Tract 3 for the next three calls as follows: N. 10 deg. 04 min. 22 sec. E. 322.02 feet to an iron pin set; thence, S. 52 deg. 19 min. 33 sec. E. 157.25 feet to an iron pin set; thence, S. 42 deg. 20 min. 17 sec. E. 100.16 feet to an iron pin set, said point being a common corner to said Tract 3 and Tract 2 this survey; thence, with the line of said Tract 2 for the next 4 calls as follows: S. 42 deg. 20 min. 17 sec. E. 131.62 feet to an iron pin set; thence, S. 67 deg. 51 min. 58 sec. E. 223.04 feet to an iron pin set; thence, S. 15 deg. 31 min. 10 sec. E. 75.00 feet to an iron pin set; thence S. 13 deg. 12 min. 15 sec. W. 157.63 feet to an iron pin set, corner to said Tract 2 and being in the northerly line of said Judith Wilkinson; thence, with the line of said Wilkinson as follows: S. 80 deg. 20 min. 45 sec. W. 99.59 feet to an iron pin set; thence, S. 5 deg. 30 min. 47 sec. W. 260.65 feet to the beginning, containing 5.00 acres more or less.

Being the same property conveyed to R.C. Moore and Randall C. Watts by warranty deed from Jim Sisco and wife, Charlene R. Sisco, of record in Book 7745, Page 946, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Darlene Moore by Quitclaim Deed from R.C. Moore of record in Book 8243, Page 394, Register's Office for said county. The said Darlene Moore conveyed all her right, title and interest in and to subject property to Ralph C. Moore by Quitclaim Deed which is being recorded simultaneously herewith.

THIS CONVEYANCE IS MADE SUBJECT TO THOSE RESTRICTIVE COVENANTS AND UTILITY EASEMENT WHICH ARE SET FORTH ON EXHIBIT "B" ATTACHED HERETO.

EXHIBIT B

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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 for Davidson County, Tennessee, 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 acres, more or less.

This conveyance is also made subject to the following

Restrictive Covenants, which shall be covenants running

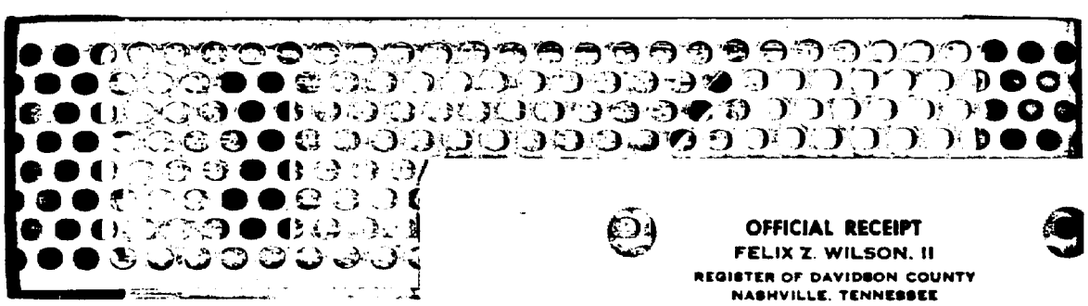
with the land for a period of twenty-five (25) years:

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. Approval must be obtained from Health Department for 3 bedroom residence.

3. The foregoing stipulations, covenants and conditions are and shall be binding and obligatory upon all of the owners 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.



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

RECEIVED OF _____

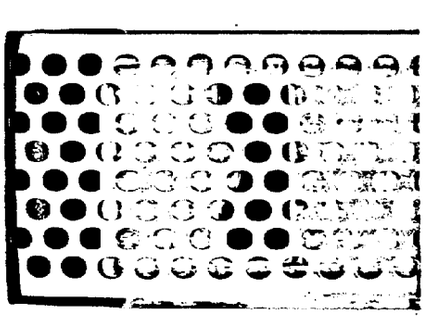
FOR _____

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| | | |
|---|---|---|
| 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 | 28000.00 |
| | | | CON TX | 103.60 |
| | | | PRFEE | 1.00 |
| | | | WDEED | 16.00 |
| | | | TOTAL | 120.60 |
| | | | CHECK | 120.60 |
| 01/12/98 | 01 | | 14:44 0001 | 1257 |

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



0389408
IDENTIFICATION REFERENCE

98 JAN 12 PM 2:46
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

**No.** 1241912