BOX 98

BOOK 11147 PAGE 211

This Instrument Was Prepared By:
George E. Mudter, Jr., Esq.
2000 Richard Jones Road, Suite 110
Nashville, Tennessee 37215

Address New Owner(s):	Send Tax Bills to	Map: 116-8
Frances B. Roy	118 29th AVE So.	Parcel: 194
Dana B. Long-Innes	NASHVILLE, TN. 37212	Field Book: 7DA 93323
118 29th Ave. South		
Nashville, TN 37212		

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, Gayle Malone, Jr. , ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to Frances B. Roy and Dana B. Long-Innes, both unmarried, ("Grantees"), their heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is unimproved property known as Lot 3 of the Gayle Malone Subdivision, Nashville, Tennessee and is not the usual place of residence of the Grantor.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantees, their heirs and assigns, forever.

AND Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "B" hereto. Grantor further covenants and binds itself, himself, his heirs and assigns to warrant and forever defend the title to said real estate to Grantees, their heirs and assigns against the lawful claims of all persons except as set out on Exhibit "B" hereto.

This conveyance is also subject to the restrictions set out on Exhibit "C" hereto which shall run with the land and be binding upon Grantees, their heirs, and assigns, but shall not be deemed to be reciprocal nor binding upon any other property owned by Grantor.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

98 OCT -7 AM 10:39
BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

0497326
IDENTIF. & REFERENCE

IN WITNESS WHEREOF, Grantor has executed this instrument on this 5th day of October, 1998.

GAYLE MALONE, JR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, Gayle Malone, Jr., 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 5th day of October, 1998.

Bonnie H. Huett
Notary Public

My Commission Expires: 5-27-01

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $230,000.00.

Affiant

Subscribed and sworn to before me, this 5th day of October, 1998.

Bonnie H. Huett
Notary Public

Exhibit "A"

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of the Gayle Malone Subdivision, of record in Plat Book 9700, page 422, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Gayle Malone, Jr. and Samuel K. Crocker by Executor's Deed from Judith A. Wakefield Sandlin and Robert V. Whisenant, Co-Executors of the Estate of Murrey Louis Wakefield, deceased, of record in Book 10518, page 926, Register's Office for Davidson County, Tennessee. The said Samuel K. Crocker having conveyed his interest in the property to Gayle Malone, Jr. by quitclaim deed of record in Book 10878, page 885, Register's Office for Davidson County, Tennessee.

Exhibit "B"

1. 1998 real property taxes, which have been prorated and assumed by Grantees.

2. All matters appearing on the Plan of record in Plat Book 9700, page 422, Register's Office for Davidson County, Tennessee.

3. All matters appearing on the Plan of Wakefield Estates of record in Book 5190, page 374, Register's Office for Davidson County, Tennessee.

4. Easements to the Metropolitan Government of Nashville and Davidson County, Tennessee for sanitary sewers and/or storm drainage, of record in Book 3883, page 655, Register's Office for Davidson County, Tennessee.

5. Easement for sewers to City of Nashville, of record in Book 3347, page 386, Register's Office for Davidson County, Tennessee.

6. Easement for sanitary sewers of record in Book 3347, page 390, Register's Office for Davidson County, Tennessee.

7. Landscape Agreement of record in Book 10467, page 809, Register's Office for Davidson County, Tennessee.

Exhibit "C"

Restrictions

1. Architectural Approval. Before commencing the construction of any improvements, the Grantees shall first submit their building plans, specifications, site and landscape plans, drainage plans, and an elevation sketch (collectively the "Plans") of all improvements to the Grantor for his written approval. The Plans shall include all materials for driveways, walls, fences, swimming pools and tennis courts and all other information requested by Grantor. The Plans shall include the color of all exterior surfaces. In the event the Grantor shall fail to approve or disapprove in writing the Plans within thirty (30) days after receipt, such approval will not be required and this covenant shall be deemed to have been complied with. The Plans shall be delivered to the Grantor in person or by certified mail at the address to be designated from time to time by Grantor.

2. Improvement and Use Restrictions.

(a) Buildings shall be used for residential purposes only and before any Building may be occupied, it must be completely finished.

(b) No lumber, brick, stone, block concrete or other building materials, nor any other thing used for building purposes shall be stored on the Property except for the purpose of construction on the Property, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.

(c) Grantee shall not excavate or extract earth from the Property for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of the Property unless the consent of the Grantor is obtained.

(d) Grantor reserves the right to approve the mail box.

(e) Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on the Property. Any and all equipment, air conditioner condensers, woodpiles, garbage cans, refuse or storage piles placed on the Property, whether temporary or permanent, shall be screened by appropriate landscaping or walls to conceal the same from view of neighboring property. Plans for all screening landscaping and walls and enclosures must be approved by the Grantor.

(f) All television and dish antennas and other like equipment shall not be visible from neighboring property, roads, streets and open areas. All utility meters, air conditioning compressors and other like equipment shall not be visible from the front of the Property.

(g) No garages or carports may face the street in front of a residence unless approved by the Grantor.

(h) No parking areas shall be built in the front of any residence without the consent of the Grantor.

(i) The driveway to the residence must be built on the southerly side of the Property adjacent to Lot 4 of the subdivision.

(j) The maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on the Property or within any improvement situated upon the Property, except that this shall not prohibit the keeping of dogs, cats, caged birds or aquarium fish or domestic pets provided they are not kept, bred, or maintained for commercial purposes.

(k) Except as provided herein, no commercial vehicle, trailer, truck, motorcycle, camper, camp truck, house trailer, boat or the like shall be kept or used upon the Property unless totally enclosed within an improvement or garage, so as not to be visible from the exterior thereof. No junk vehicle, inoperative or unlicensed motor vehicle, structure of a temporary character, mobile home, tent, shack, barn, or other outbuilding, shall be kept or used upon any Lot, nor (except for bona fide emergencies) shall the major repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(l) Trash and garbage containers shall not be permitted to remain in the public view except on evenings before and days of trash collection.

(m) No signs of any character shall be erected, posted, or displayed upon the Property, except street and identification signs installed by the Grantor and excepting one (1) temporary real estate sign not to exceed six (6) square feet in area erected upon the Property advertising same upon the market for sale or rent.

(n) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon the Property which may damage or interfere with an easement for the installation or maintenance of utilities,

or which may change, obstruct or retard direction or flow of any drainage channels.

(o) No oil drilling, quarrying, or mining operation shall be permitted on the Property.

(p) No above-ground swimming pool greater than one (1) foot in height shall be permitted on the Property.

(q) No fence may be installed on the Property unless approved by Grantor.

(r) Grantor, in his sole discretion, may waive all or any part of the foregoing provisions, provided however, that the waiver of one provision shall not be deemed to be a waiver of any other provision.

0829 10/07 0101 03CHECK 882.00

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

RECEIVED OF _____

FOR _____

BOOK 11147 PAGE 218

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
230000.00
CON TX 851.00
PRFEE 1.00
WDEED 28.00
CFEE 2.00
TOTAL 882.00
CHECK 882.00

10/07/98 01 10:41 0001 0829

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0497326
IDENTIF. ↑ REFERENCE

98 OCT -7 AM 10:39

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

No. 1356084