BOOK 11241 PAGE 701

THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney At Law
303 Frances Street
P. O. Box 904
Goodlettsville, Tennessee 37070-0904

Warranty Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Rickey L. Barnes, et ux 3151 Union Hill Road Joelton, TN 37080	Same as New Owner	Map 22 Parcel 191 Field Book 14D 52236

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, SPECIALITY TOOL AND GAGE, INC., DEFINED BENEFIT PENSION PLAN, now known as the ROY M. MAINES MONEY PURCHASE PENSION PLAN, hereinafter referred to as the "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto RICKEY L. BARNES and wife, JENNY L. BARNES, and WORTHAM L. BARNES and wife, SHIRLEY M. BARNES, as joint tenants, with survivorship obtaining and not as tenants by the entirety or in common, hereinafter referred to as the "GRANTEES", their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

TRACT 3: Certain real property situate in the 2nd Civil District of Davidson County, Tennessee, and described as follows, to-wit:

BEGINNING at a new iron pin, the northwest corner of Map 22, Parcel 40 or Tract 2, in the eastern margin of Union Hill Road, the southwest corner of this tract, thence along the eastern margin of Union Hill Road, North 09 deg. 57' 42" West, 123.49 feet to an old iron pin; thence continuing along the eastern margin of Union Hill Road, North 78 deg. 07' 41" East, 13.83 feet to a concrete monument; thence continuing along the eastern margin of Union Hill Road, North 09 deg. 14' 56" West, 77.44 feet to an old iron pin, the southwest corner of the Wortham L. Barnes property as shown in Deed Book 7141, page 130, Register's Office for Davidson County, Tennessee; thence along the line with Barnes, South 88 deg. 00' 47" East, 1662.26 feet to an old iron pin, the northwest corner of the C.A. Trawick property as shown in Deed Book 1324, page 84, Register's Office for Davidson County, Tennessee; thence along the line with Trawick, South 03 deg. 40' 22" West, 450.68 feet to an old iron pin; thence continuing along the line with Trawick, South 01 deg. 07' 41" East, 83.92 feet to an old iron pin, the northeast corner of the R.C. Riley property as shown in Deed Book 1677, page 243, Register's Office for Davidson County, Tennessee; thence along the line with Riley, North 84 deg. 45' 41" West, 229.00 feet to an old iron pin; thence continuing along the line with Riley, South 89 deg. 36' 39" West, 293.80 feet to an old iron pin, the northeast corner of the John F. Creek property as shown in Deed Book 5897, page 800, Register's Office for Davidson County, Tennessee; thence along the line with Creek, South 89 deg. 16' 14" West, 149.45 feet to an old iron pin, the most east-southeast corner of Map 22, Parcel 182 or Tract 1; thence along the line with Map 22, Parcel 182 or Tract 1, North 00 deg. 27' 34" West, 91.63 feet to an old iron pin, the southeast corner of Map 22, Parcel 40 or Tract 2; thence along the line with Map 22, Parcel 40 or Tract 2, North 00 deg. 47' 18" West, 249.38 feet to an old iron pin; thence continuing along the line with Tract 2, North 88 deg. 01' 22" West, 938.87 feet to the beginning, containing 12.698 acres, more or less, as surveyed by Burns Consulting under Tennessee License No. 1053, dated 10/13/98.

BEING the same property conveyed to Specialty Tool and Gage, Inc. Defined Benefit Plan, Roy M. Maines, Trustee, from Marie M. Layhew, Jeane M. Clark, Rosalie Spain and Betty A. Craig by deed of record in Book 6819, page 953, Register's Office for Davidson County, Tennessee. And, the said Pension Plan was converted to the Roy M. Maines Money Purchase Pension Plan on August 15, 1991, with Roy M. Maines as Trustee; and, by Addendum to the said Pension Plan recorded simultaneously herewith, the Trustee was changed from Roy M. Maines to Melissa Maines-Carter.

The foregoing description was prepared from a survey dated October 13, 1998, by Burns Consulting, Registered Land Surveyor, No. 1053.

This is unimproved property on Union Hill Road, Joelton, Davidson County, Tennessee.

By their signatures herein, the GRANTEES intend that they shall own and hold title to the said property as joint tenants with survivorship obtaining and not as tenants in common--that is, in the event of the death of any one of them, the survivors shall continue to own and hold title to the said property as joint tenants, with survivorship obtaining and upon the death of any three (3) of them, the remaining GRANTEE shall own and hold title to the said property in fee simple.

RESTRICTIVE COVENANTS: The following restrictive covenants shall be covenants running with the land and may be enforced by the GRANTOR, or its successor s or assigns, or by any adjoining property owner for a period of Fifty (50) years from date hereof:

(1) All of the tracts shall be used as single family dwellings only.

(2) (a) No noxious or offensive trade, business, commercial enterprise nor illegal use of any kind shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) No poultry, emu, swine, goats, sheep, guineas or exotic animals shall be allowed on or maintained on any tract at any time, provided however, that this provision shall not preclude the ownership and keeping of horses and cows, and the keeping of dogs, cats or other household pets, as such, but no professional kennel for the sale or training of dogs or other animals shall be allowed or maintained on any tract.

(3) No mobile homes, modular, double-wides, or trailers, basement, tent, shack, garage, barn, or other out-buildings shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Further, no mobile home, house trailer or such vehicle shall be stored on premises. One vacation trailer or one camper can be stored on premises, but cannot be used as a residence for over a period of 6 months.

(4) No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any dwelling house must be completed prior to occupancy.

(5) No junk, trash, junk cars, parked or wrecked cars, trucks or other vehicle that do not start and run on their own power may be kept, stored, parked or housed on any tract. Aforementioned vehicle must be licensed with current tags.

(6) All open area that is in grass must be mowed at least three times per growing season, and kept mowed and of neat appearance.

(7) Any outbuildings placed upon this property must be placed to the side or rear of the dwelling house and all outbuildings must be well maintained and kept of neat appearance.

(8) Vegetable gardens, incinerators and the like must be located upon the rear portion of the tract and conform to general landscaping of the lot and to be as unobtrusive as practical.

(9) All dwelling houses must have a full foundation, no pier and beam foundations being allowed. Dwellings with brick exterior finishes must have brick to grade. If a building is faced with wood or stucco, the foundation walls shall be faced with rock or brick. No concrete block foundation walls on a dwelling house shall be exposed.

(10) No dwelling shall be permitted on any tract unless the living floor area of structure, exclusive of porches, decks or garages, shall be at least 1500 square feet in size. No two story or split level dwelling shall be permitted on any tract unless the ground floor living area of the structure exclusive of porches and decks shall be at least 1200 square feet in size. All dwellings must be completed within 1 year of start of construction.

(11) It shall be obligatory upon the owner or owners of said property, or any part thereof, to consult with a member or proper representative of the State or Davidson County

Highway Department, County Road Engineer, as the case may be, before any driveways, culverts, other structures, or grading are placed or constructed with the limits of any dedicated or constructed roadway, and such placement or construction shall be done in accordance with the requirements of the County or State Highway Commission or Regulatory authority applying to county or state roads in order that the roads or streets in this development which would be affected by such placement or construction may not be disqualified for acceptance by such county into its public road system.

These restrictive covenants, restrictions, conditions and limitations shall take effect upon the date of execution hereof and shall remain in full force and effect for a period of 50 years from said date. If any present or subsequent owner, including their heirs and assigns of any tracts in any section of this development shall violate or attempt to violate any of the covenants or restrictions contained herein or in said recorded plan of subdivision, or any duly recorded amendments thereof, it shall be lawful for any person or persons owning tracts in this subdivision or the owner at the time to institute any proceedings at law or in equity against the person or person violating or attempting to violate said covenants or restrictions or recorded plat as may be permitted by law, and either to prevent such violation by injunction or recover damages for such violations, or both.

If any one or more of the covenants or restrictions herein contained are declared invalid by order of any Court having jurisdiction, such invalidation shall in no way affect any other restriction herein contained, all which shall remain in full force and effect, each restriction being treated as a separate instrument.

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 or assigns, forever.

And the GRANTOR does covenant with the said GRANTEES, 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. Taxes for the year 1998, which are a lien but not yet due and payable, and which have been prorated between the parties and will be paid, in full, by the Escrow Closing Attorney, at closing.

2. Restrictive Covenants as set forth and described hereinabove.

And the GRANTOR does further covenant and bind itself, its successors or assigns, 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.

WITNESS our hands on this the 30th day of November, 1998.

"GRANTORS"

SPECIALTY TOOL & GAGE, INC.
DEFINED BENEFIT PLAN now known as the
Roy M. Maines Money Purchase Pension Plan
BY: Melissa Maines Carter
MELISSA MAINES-CARTER, Successor Trustee

"GRANTEES"

RICKEY L. BARNES

JENNY L. BARNES

Wortham L Barnes
WORTHAM L. BARNES

Shirley M. Barnes
SHIRLEY M. BARNES

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, RICKEY L. BARNES and wife, JENNY L. BARNES, and WORTHAM L. BARNES and wife, SHIRLEY M. BARNES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 30th day of November, 1998.

Patsy C. Davidson
NOTARY PUBLIC

PATSY C. DAVIDSON
NOTARY PUBLIC AT LARGE
SUMNER COUNTY, TN
MY COMMISSION EXPIRES
DECEMBER 6, 2001

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared MELISSA MAINES-CARTER, with whom I am personally acquainted and who acknowledged herself to be the Successor Trustee of Speciality Tool and Gage, Inc., Defined Benefit Pension Plan, now known as the Roy M. Maines Money Purchase Pension Plan, the bargainor, and as such Successor Trustee, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by herself as Successor Trustee.

WITNESS my hand, at office, this the 30th day of November, 1998.

Diana C. Frey
NOTARY PUBLIC

DIANA C. FREY
NOTARY PUBLIC AT LARGE
ROBERTSON COUNTY, TN
My Comm. Expiers July 30, 2001

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $56,500.00.

Affiant

Sworn to and subscribed before me, this the 30th day of November, 1998.

Diana C. Frey
NOTARY PUBLIC

DIANA C. FREY
NOTARY PUBLIC AT LARGE
ROBERTSON COUNTY, TN
My Comm. Expiers July 30, 2001

7169 12/08 0101 03CHECK 228-05

052141
IDENTIF. & REFERENCE

98 DEC -8 AM 10:41

BILL BURL[illegible] REGISTER
DAVIDSON COUNTY, TN.

Fees Pd

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11241 PAGE 705

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 56500.00
MOR TX 209.05
PRFEE 1.00
VOID
MOR TX 209.05-
CON TX 209.05
MRFEE 16.00
CFEE 2.00
TOTAL 228.05
CHECK 228.05

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/08/98 01 10:42 0001 7169

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IDENTIF. ↑ REFERENCE

98 DEC -8 AM 10:41

JILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

No. 1382160