THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney at Law
303 Frances Street (Zip 37072)
P. O. Box 904
Goodlettsville, TN 37070-0904

Davidson County DEEDWARR
Recvd: 04/17/01 08:21 3pgs
Fees:15.00 Taxes:259.00
20010417-0037135

# Warranty Deed

| ADDRESS NEW OWNERS: | PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES: | MAP-PARCEL NOS. |
|---|---|---|
| Michele L. Coon<br>3657 Baxter Rd.<br>Joelton, TN 37080 | Same as New Owner | Map 16<br>P/O Parcels 88 and 181 |

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, FRANK DAVIS ENTERPRISES, INC., a Tennessee Corporation, hereinafter referred to as the "GRANTOR", has bargained and sold and by these presents does transfer and convey unto MICHELE L. COON, a single woman, hereinafter referred to as the "GRANTEE", her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

A certain parcel of real property on Lickton Pike in the 10 th Council District of Nashville, Davidson County, Tennessee, and being further described according to a survey by Walter Davidson & Associates as follows:

Beginning at an iron rod in the northwestern right of way of Lickton Pike, said iron rod being the southwestern corner of the property belonging to Robert E. Alessio, et ux of record in Book 6004, page 731, Register's Office for Davidson County, Tennessee; thence with the right of way of Lickton Pike, South 43 deg. 07' 09" West, a distance of 60.58 feet to an iron rod at the southeastern corner of the property belonging to James R. Hickman, et ux as of record in Book 5333, page 679, Register's Office for Davidson County, Tennessee; thence with Hickman's line, North 38 deg. 55' 50" West a distance of 826.98 feet to an iron rod at the northeastern corner of the property conveyed to Denise Kincaid as of record in Book 8239, page 934, Register's Office for Davidson County, Tennessee; thence with Kincaid's northern line, South 57 deg. 02' 26" West a distance of 94.52 feet to a point in the common line with Charles R. Smith and wife, Nancy Smith, as of record in Instrument No. 19991220304859, Register's Office for Davidson County, Tennessee; thence with Smith's eastern line with the following calls, North 38 deg. 16' 31" West, a distance of 31.66 feet to a point; thence North 37 deg. 09' 13" West a distance of 311.90 feet to a point; thence North 31 deg. 32" 34" West a distance of 69.86 feet to a point; thence North 12 deg. 49' 16" West, a distance of 156.66 feet to a point; thence North 05 deg. 14' 39" West, a distance of 47.83 feet to a point; thence North 44 deg. 48' 59" West, a distance of 45.61 feet to a point; thence North 25 deg. 12' 04" West, a distance of 612.45 feet to an iron rod in the common line with Lot 8 on the plat of Resubdivision of Lot 8 Saddleback Farms, as of record in Book 9700, page 588, Register's Office for Davidson County, Tennessee; thence with the southern line with Lot 8, South 63 deg. 39' 54" East, a distance of 280.09 feet to an iron rod in the common line with Lot 7 on the plat of Saddleback Farms as of record in Book 9700, page 332, Register's Office for Davidson County, Tennessee; thence with the common line with Lot 7, South 20 deg. 35' 32" East, a distance of 42.85 feet to an iron rod; thence continuing with Lot 7, North 61 deg. 01' 29" East, a distance of 374.24 feet to a point; thence with a new line, South 24 deg. 34' 17" East, a distance of 1076.74 feet to a point in the aforesaid Alessio property; thence with Alessio's line, South 61 deg. 48' 09" East, a distance of 211.50 feet to an iron rod; thence North 33 deg. 09' 04" West, a distance of 97.41 feet to an iron rod; thence South 60 deg. 08' 00" West, a distance of 109.78 feet to an iron rod; thence South 38 deg. 55' 50" East a distance of 812.74 feet to the point of beginning, containing 626872.47 square feet or 14.391 acres more or less.

Being a portion of the property conveyed to Frank Davis Enterprises, Inc. as of record in Book 7956, page 223, Register's Office for Davidson County, Tennessee.

The foregoing description was prepared from a survey dated 12/7/99, Revised 3/6/01 and further Revised 3/9/01, by Walter Davidson & Associates, RLS.

This is unimproved property in Goodlettsville, TN 37072.

RESTRICTIVE COVENANTS: The following restrictive covenants shall be covenants running with the land and may be enforced by the GRANTORS, or any one of them, or their respective heirs or personal representatives, or by any adjoining property owner for a period of twenty-five (25) years from date hereof:

1. No single wide mobile home, no double wide mobile home, no modular home shall be permitted on the property described hereinabove, either temporarily or permanently.

2. Any home permitted to be constructed must contain a minimum of 1800 square feet ~~on the main floor~~, excluding garages, carports and breezeways.

3. Log Homes are permitted to be constructed on this property.

The foregoing restrictive covenants may be enforced by the GRANTORS, or any one of them, or their respective heirs or personal representatives, or by any adjoining property owner, by action in the Chancery Court for Davidson County, Tennessee, for injunctive relief and/or damages; and, in the event of such litigation, the party or parties violating the foregoing restrictive covenants shall be required to pay the complaining parties reasonable attorney's fees, court costs, deposition costs and other litigation expenses.

All owners of said tract join in these restrictive covenants, agreeing to be fully bound thereby. These restrictive covenants will supersede any restrictive covenants contained in any deed previously executed on any parcel or tract and the restrictive covenants contained in any previous deed for any parcel or tract shall be void and of no further force or effect, whatsoever.

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, her heirs and assigns, forever.

And the GRANTOR does covenant with the said GRANTEE, that the GRANTOR is lawfully seized and possessed of said land in fee simple, has a good right to convey it and warrant that the same is unencumbered, except as follows:

1. Real Property Taxes for the year 2001, which are a lien, but not yet due and payable, which have been prorated at closing and will be paid, in full, by Blake Chancey and wife, Jackie Chancey, when due. Greenbelt Rollback taxes will be paid by the Escrow Closing Attorney, when due.

2. Subject to Restrictive Covenants as set forth and described hereinabove.

3. Subject to any and all matters as they may appear on the unrecorded survey dated 12/7/99, Revised 3/6/01 and 3/9/01 by Walter Davidson & Associates, RLS.

4. Subject to Easement for ingress, egress and utility purposes of record in Book 9417, page 284, said Register's Office (if applicable).

5. Subject to Easement for right of way for ingress and egress of record in Book 1207, page 369, said Register's Office, if applicable.

6. Subject to easement for graveyard ingress and egress of record in Book 445, page 335, said Register's Office, if applicable.

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 GRANTEE, her heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands on the day and date last acknowledged below.

"GRANTOR"

Frank Davis Enterprises, Inc.

BY: _____
FRANK C. DAVIS, JR., President

"GRANTEE"

_____
MICHELE L. COON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

WITNESS my hand, at office, this the 12th day of April, 2001.

_____
NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 FRANK C. DAVIS, JR., with whom I am personally acquainted and who acknowledged himself to be the President of Frank Davis Enterprises, Inc., the bargainor, and as such President, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand, at office, this the 12th day of April, 2001.

_____
NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires December 6, 2001

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $70,000.00.

_____
Affiant

Sworn to and subscribed before me, this the 12th day of April, 2001.

_____
NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires December 6, 2001