Davidson County DEEDWARR
Recvd: 10/11/01 14:58 3pgs
Fees:18.00 Taxes:153.55
20011011-0111098

THIS INSTRUMENT PREPARED BY:

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

Warranty Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Noel E. Lanius, et ux 419 Highland Heights Goodlettsville, TN 37072	Same as New Owner	Map 11 Parcel 148

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, KENNETH W. BENTON and wife, MARJORIE E. BENTON, hereinafter referred to as the "GRANTORS", have bargained and sold and by these presents do transfer and convey unto NOEL E. LANIUS and wife, SHEILA L. LANIUS, 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:

A certain tract or parcel of land in the 1 st Councilmanic District of Davidson County, Tennessee, described according to an unrecorded survey dated July 30, 2001 by Tommy E. Walker, Registered Land Surveyor, License No. 1465, being more particulary and specifically described as follows, to-wit:

Beginning at an iron pin in the southerly margin of Greer Road, a corner to the property conveyed to Charles Furlow by deed of record in Book 10615, page 864, Register's Office for Davidson County, Tennessee (Map 11, Parcel 161 TAODCT); thence with said margin of Greer Road on a curve to the left, having a length of 60.00 feet to an iron pin marking the corner of the property conveyed to Brenda Scribbens by deed of record in Book 10927, page 789, Register's Office for Davidson County, Tennessee (Map 11, Parcel 175 TAODCT); thence with the line of Scribbens, North 85 deg. 46' 37" East 502.62 feet to an iron pin; thence South 24 deg. 13' 23" East 948.15 feet to an iron pin; thence South 85 deg. 46' 37" West 812.15 feet to an iron pin in the line of Furlow; thence with the line of Furlow, North 00 deg. 09' 02" West 785.43 feet to an iron pin; thence continuing with the line of Furlow, North 60 deg. 03' 29" West 152.46 feet to the point of beginning, and containing 12.827 acres, more or less.

BEING a part of the same property conveyed to Kenneth W. Benton and wife, Marjorie E. Benton, by deed from Gary F. Hahn, Executor of the Estate of Elizabeth Benton Greer Conner, deceased, of record in Book 7961, page 390, Register's Office for Davidson County, Tennessee.

The foregoing description was prepared from a survey dated July 30, 2001 by Tommy E. Walker, Registered Land Surveyor, License No. 1465.

This is unimproved property fronting Greer Road, Goodlettsville, Tennessee 37072.

EASEMENT: This conveyance is made subject to the rights of Charles T. Furlow and wife, Doris L. Furlow, their heirs or assigns, in an easement for an existing subsurface disposal system located on the real property described above, as set forth in the deed from Gary M. Chambers and wife, Tammy L. Chambers, to Charles T. Furlow and wife, Doris L. Furlow, filed for record in Book

10615, page 864, Register's office for Davidson County, Tennessee, said easement being more particulary and specifically described as follows, to-wit:

> To find the point of BEGINNING, start at the northwest corner of the property conveyed to Charles T. Furlow and wife, Doris L. Furlow, by deed from Gary M. Chambers and wife, Tammy L. Chambers, of record Book 10615, page 864, RODCT; thence, with a curve in the southerly right-of-way (25 feet from the centerline) of Greer Road concave to the north and having a radius of 792.64 feet, easterly an arc distance of 38.09 feet through a central angle of 2 deg. 45 min. 12 sec. To the point of tangency; thence, with said right-of-way, South 89 deg. 58 min. 14 sec. East 100.18 feet to the beginning of a curve in said right-of-way concave to the north and having a radius of 200.00 feet; thence with said curve and right-of-way, easterly an arc distance of 59.87 feet through a central angle of 17 deg. 09 min. 01 sec. to an iron pin; thence, with the easterly boundary line of said tract, South 60 deg. 03 min. 29 sec. East 50.00 feet to the point of beginning, thence severing said Benton's property, as follows: North 29 deg. 56 min. 31 sec. East 40.00 feet South 85 deg. 46 min. 37 sec. East 50.00 feet, South 29 deg. 56 min. 31 sec. West 67.87 feet to said easterly boundary line; thence, with said boundary line North 60 deg. 03 min. 29 sec. West 41.37 feet to the beginning. (This description is based on a field survey completed November 1, 1988 by Joe M. Cummings, TN Registered Land Surveyor No. 1513.)

RESTRICTIVE COVENANT: The following restrictive covenant shall be a covenant 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 shall be permitted on the property described hereinabove, either temporarily or permanently.

The foregoing restrictive covenant 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.

By their signatures hereto, the GRANTEES join in this restrictive covenant, agreeing to be fully bound thereby. This restrictive covenant will supersede any restrictive covenants contained in any deed previously executed for the real property as described hereinabove and the restrictive covenants contained in any previous deed or deeds 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 GRANTEES, their heirs and assigns, forever.

And we, the GRANTORS, 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 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 between the parties and will be paid, in full, by the Escrow Closing Attorney, at closing.

2. Subject to any and all matters as they may appear on the unrecorded survey dated 7/30/01 by Tommy E. Walker, Registered Land Surveyor, No. 1465.

3. Subject to Boundary Line Agreement of record in Book 8159, page 651, said Register's Office.

4. Subject to easement as set forth and described hereinabove.

And, we, the GRANTORS, 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.

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

"GRANTORS"

KENNETH W. BENTON

MARJORIE E. BENTON

"GRANTEES"

NOEL E. LANIUS

SHEILA L. LANIUS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, KENNETH W. BENTON and wife, MARJORIE E. BENTON, and NOEL E. LANIUS and wife, SHEILA L. LANIUS, 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 9th day of October, 2001.

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

NOTARY PUBLIC

My Commission Expires December 6, 2001

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $41,500.00.

Affiant

Sworn to and subscribed before me, this the 9th day of October, 2001.

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

NOTARY PUBLIC

My Commission Expires December 6, 2001