Davidson County DEEDWARR
Recvd: 10/11/01 15:00 3pgs
Fees:18.00 Taxes:197.95
20011011-0111099

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.
James P. Dickens, et ux, et al 2522 Greer Rd. Goodlettsville, TN 37072	Same as New Owner	Map 17 Parcel 4

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 JAMES P. DICKENS and wife, LORENE S. DICKENS, a one-half (½) undivided interest, and JAMES D. DICKENS and wife, JUDY M. DICKENS, a one-half (½) undivided interest, 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 1st Councilmanic District of Davidson County, Tennessee, described as Tract 2 on a survey of the Kenneth W. Benton Property dated July 30, 2001 by Tommy E. Walker, Registered Land Surveyor, License No. 1465, as follows:

Beginning at an iron pin in the westerly margin of Greer Road, a corner to the property conveyed to James P. Dickens by deed of record in Book 6424, page 731, Register's Office for Davidson County, Tennessee (Map 17, Parcel 3 TAODCT); thence with said margin of Greer Road, South 37 deg. 58' 23" East 315.42 feet to an iron pin; thence continuing with said margin of said Road, South 37 deg. 33' 52" East 67.88 feet to an iron pin, a corner to the property conveyed to L.A. Benton by deed of record in Book 2694, page 569, Register's Office for Davidson County, Tennessee (Map 17, Parcel 6, TAODCT); thence leaving Greer Road, with the line of Benton, South 64 deg. 30' 22" West 386.34 feet to an iron pin; thence North 83 deg. 54' 38" West 300.00 feet to a post in the line of the property conveyed to Deborah D. Ayers by deed of record in Book 11382, page 848, Register's Office for Davidson County, Tennessee (Map 17, Parcel 3.26 TAODCT); thence with the line of Ayers, North 10 deg. 40' 00" West 433.57 feet to an iron pin in the line of Dickens; thence with the line of Dickens, North 88 deg. 44' 16" East 491.94 feet to an iron pin marking the point of beginning, and containing 5.724 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.

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 shall be permitted on the property described hereinabove, either temporarily or permanently.

2. Any home permitted to be constructed must contain a minimum of 1400 square feet of heated living area on the main floor, excluding garages, carports and breezeways.

3. Any two story home must contain a minimum of 1800 square feet of heated living area, excluding garages, carports and breezeways.

4. No basement homes shall be permitted on the property described hereinabove, either temporarily or permanently.

5. No swine, poultry, emus, junk cars, junk trucks or junk motorcycles will be permitted on the property, temporarily or permanently.

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.

By their signatures hereto, the GRANTEES 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 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.

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"

JAMES P. DICKENS

LORENE S. DICKENS

JAMES D. DICKENS

JUDY M. DICKENS

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 JAMES P. DICKENS and wife, LORENE S. DICKENS, and JAMES D. DICKENS and wife, JUDY M. DICKENS, 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.

NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE
NOTARY PUBLIC
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 $53,500.00.

Affiant

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

NOTARY PUBLIC

PATSY C. DAVIDSON
NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE

My Commission Expires December 6, 2001