THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney at Law
303 Frances Street (Zip 37072)
P. O. Box 904
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Davidson County DEEDWARR
Recvd: 11/13/02 08:19 3pgs
Fees:18.00 Taxes:475.45
20021113-0140354

Warranty Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Wallace P. Mitchell 2862 Hwy. 41-S Springfield, TN 37172	Same as New Owner	Map 7 Parcel 34.00 and Parcel 34.01

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, ESTATE OF LILLIAN J. SNODDY and PHILLIP LARRY SNODDY, SR., individually and GAYLE LOEL SNODDY, individually, being all of the beneficiaries of the said Estate, hereinafter referred to as the "GRANTORS", have bargained and sold and by these presents do transfer and convey unto WALLACE P. MITCHELL, a single man, hereinafter referred to as the "GRANTEE", his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Two tracts or parcels of land in the 10th Councilmanic District of Davidson County, Tennessee, described according to a survey dated September 21, 2002 by Michael R. Williams, Registered Land Surveyor, License No. 1906, as follows:

TRACT 1: BEGINNING at an iron pin in the southwesterly margin of U.S. Hwy. 41-E (Springfield Highway), being the northeast corner of this tract, a corner to the property conveyed to Leonard E. Gamble by deed of record in Book 4098, page 926, Register's Office for Davidson County, Tennessee; thence with said margin of said highway, South 50 deg. 00' 00" East, 174.00 feet to an iron pin, a corner to the property conveyed to Jackie W. Tatum, et ux, recorded as Instrument No. 20011126-0128555, said Register's Office; thence with the line of Tatum, South 43 deg. 57' 55" West, 195.07 feet to an iron pin at a 4-foot wire fence; thence South 43 deg. 15' 00" West, 79.77 feet to an iron pin; thence North 40 deg. 17' 54" West, 195.20 feet to an iron pin in the line of the property conveyed to Harold Dean Haney filed for record as Instrument No. 20010122-0006165, said Register's Office; thence with the line of Haney and continuing with the line of Gamble, North 48 deg. 34' 52" East, 244.09 feet to the point of beginning.

The mailing address for the said property is 1586 Springfield Hwy., Goodlettsville, TN 37072.

TRACT 2: BEGINNING at a PK nail in the center of Old Dickerson Road (Old Springfield Road), being the southeast corner of this tract, a corner to the property conveyed to Jackie W. Tatum, et ux, by deed of record in Book 10835, page 652, Register's Office for Davidson County, Tennessee; thence continuing with the center of said road on a curve with a radius of 369.00 feet, a tangent of 55.19 feet, a chord of 109.16 feet, and a chord bearing of North 29 deg. 19' 31" West, for a distance of 109.56 feet to a PK nail; thence continuing with the center of said road, North 20 deg. 49' 10" West, 111.44 feet to a PK nail; thence leaving Old Dickerson Road (Old Springfield Road), with the line of the property conveyed to Harold Dean Haney by deed recorded as Instrument No. 20010122-0006165, said Register's Office, North 48 deg. 34' 52" East, 112.00 feet to an iron pin; thence South 40 deg. 17' 54" East, 195.20 feet to an iron pin in the line of Tatum; thence with the line of Tatum and a 4-foot wire fence line, South 43 deg. 15' 00" West, 171.00 feet to the point of beginning.

This is unimproved land located on Old Dickerson Road (Old Springfield Road), Goodlettsville, TN 37072.

BEING the same properties conveyed to B.L. Snoddy and wife, Lillian A. Snoddy, by deed from Leonard E. Gamble and wife, Naomi Gamble, filed for record in Book 4424, page 814, Register's Office for Davidson County, Tennessee. The said B.L. Snoddy died on January 28, 1981, at which time the properties above became vested in the surviving tenant by the entirety, Lillian A. Snoddy. The said Lillian A. Snoddy, a/k/a Lillian J. Snoddy, died testate on July 13, 2002, at the age of 95 years, leaving a Last Will and Testament filed for probate in the Chancery Court for Davidson County, Tennessee in the matter of *In Re: Estate of Lillian J. Snoddy*, Docket No. 02P-1240, which Will gave, devised and bequeathed to her two children, Phillip Larry Snoddy, Sr. and Gayle Loel Snoddy, both adults, all of her property, real, personal or mixed.

The Estate of Lillian A. Snoddy, a/k/a Lillian J. Snoddy, remains open, but the undersigned represent and warrant that all debts, taxes, and costs of administration owing by B.L. Snoddy and/or Lillian A. Snoddy a/k/a Lillian J. Snoddy, during their respective lifetimes, or by reason of their respective deaths, have been paid, or that there is sufficient funds within the Estate of Lillian A. Snoddy a/k/a Lillian J. Snoddy, for the payment of all such debts, taxes and costs of administration.

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 on the property described hereinabove must contain a minimum of 1400 square feet of living area on the main floor, excluding garages, carports and breezeways.**

3. **Any two story home permitted to be constructed on the property described hereinabove must contain a minimum of 1800 square feet of living area, excluding garages, carports and breezeways.**

The foregoing restrictive covenants may be enforced by any owner of Tract 1 or Tract 2 as described hereinabove, 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 party's reasonable attorney's fees, court costs, deposition costs and other litigation expenses.

By his signature hereto, WALLACE MITCHELL, the GRANTEE, his heirs or assigns, joins 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 the property described hereinabove and the restrictive covenants contained in any previous deed 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, his heirs and assigns, forever.

And we, the GRANTORS, do covenant with the said GRANTEE, 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 2002, 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 survey dated September 21, 2002, by Michael R. Williams, Registered Land Surveyor, License No. 1906.

3. Subject to Restrictive Covenants 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 GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever.

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

"GRANTORS"

Estate of Lillian J. Snoddy, deceased

BY: Phillip Larry Snoddy Sr.
PHILLIP LARRY SNODDY, SR., Executor

Larry Snoddy
PHILLIP LARRY SNODDY, SR., individually

Gayle Loel Snoddy
GAYLE LOEL SNODDY, individually

"GRANTEE"

Wallace P. Mitchell
WALLACE P. MITCHELL, a single man

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PHILLIP LARRY SNODDY, SR., individually and as Executor of the Estate of Lillian J. Snoddy, deceased, and GAYLE LOEL SNODDY, and WALLACE P. MITCHELL, 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 7th day of November, 2002.

Patsy C. Davidson
NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE
My Commission Expires Dec. 6, 2005

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $128,500.00.

Wallace P. Mitchell
Affiant

Sworn to and subscribed before me, this the 7th day of November, 2002.

Patsy C. Davidson
NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE
My Commission Expires Dec. 6, 2005