This instrument prepared by: JOHN R. REYNOLDS (#2522)
Attorney at Law
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611 Commerce Street
P. O. Box 190481
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Davidson County DEEDWARR
Recvd: 11/19/02 15:22 9pgs
Fees:48.00 Taxes:138.75
20021119-0143643

LIMITED WARRANTY DEED

Address New Owner(s) as follows: GERALD LADON APLIN and wife, TERESA BROYLES-APLIN, 2915 Parthenon Ave., Nashville, Tenn. 37203

Name and Address of the person or entity responsible for payment of real property taxes: SAME

Map No. 30, Part of Parcel No. 68.

For and in consideration of the sum of **THIRTY SEVEN THOUSAND FIVE HUNDRED ($37,500.00) DOLLARS**, cash in hand paid by the hereinafter named Grantees, the receipt of which is hereby acknowledged, **THELMA GILLIAM**, authorized and empowered as Special Master by the Seventh Circuit Court (Probate Division), Davidson County, Tennessee, hereinafter referred to as Grantor, has bargained and sold and by these presents does hereby transfer and convey unto **GERALD LADON APLIN and wife, TERESA BROYLES-APLIN**, their heirs and assigns, hereinafter referred to as Grantees, a certain tract or parcel of land in **Davidson** County, State of Tennessee, being more particularly described on **EXHIBIT A** attached hereto and made a part hereof and hereinafter referred as the Real Property.

This is **unimproved** property Whites Creek Pike, Whites Creek, Davidson County, Tennessee 37189.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, **GERALD LADON APLIN and wife, TERESA BROYLES-APLIN**, their heirs and assigns, forever; and Grantor does covenant with the said Grantees that she is lawfully seized and possessed of said land in fee simple, that she has a good right to convey it, and that the same is unencumbered, except as shown herein. Grantor does further covenant and bind herself/her heirs and representatives, to warrant and forever defend the title to said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever, **but this Warranty Deed is**

limited to the time in which said real estate was lawfully seized and possessed by Grantor herein and does not extend to any previous time thereto.

Grantor and Grantee further agree that to ensure the use of the Real Property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Real Property and to maintain the desired tone of the community and thereby secure to each owner the full benefit and enjoyment of his Real Property with no greater restriction on the free and undisturbed use of the Real Property than is necessary to insure the same advantages to all property owners, the following declarations and covenants as to the limitations, restrictions and uses of the Real Property herein shall constitute convenants to run with the Real Property described on **EXHIBIT A** attached hereto as provided by law and shall be binding upon all parties and all persons claiming thereunder, to wit:

1. The Real Property shall be used for single family residences only.

2. No more than one residence may be built on the Real Property; and the Real Property may not be subdivided, altered or changed so as to produce less area than established by the Plat; however, this provision shall not prohibit conveying small areas to adjust lot lines subject to the approval of The Metropolitan Planning Commission and/or Codes Department.

3. Any dwelling shall have masonry foundations with brick or stone to grade; and no exposed block or concrete foundation shall be visible above ground level.

4. The minimum building setback line for any residence shall be consistent with existing house(s) on adjacent property(ies).

5. The floor area of the main structure, exclusive of porches, breezeways, garages, and similar space shall not be less than One Thousand Eight Hundred Fifty (1,850) square feet of floor space devoted to living area for any one story residence and Two Thousand Two Hundred (2,200) square feet of floor space devoted to living area for any two-story residence with a minimum of One

Thousand Four Hundred Fifty (1,450) square feet of floor space devoted to living area on the first floor.

6. Any construction shall be completed within ten (10) months from the date of commencement of the construction; no debris, old lumber or unsightly objects shall be moved upon any lot prior to starting improvements thereon; and building materials cannot be stored upon said lot awaiting construction thereon.

7. Upon construction of any residence on the Real Property, the owner of such residence shall cause that portion of the land owned by him and not covered by construction or other improvement to be seeded and suitably planted with grass and decorative shrubs.

8. Grantee agrees to mow the grass on his lot(s) a minimum of once a month during the months of April, May, June, July, August and September, whether or not construction has been commenced or completed.

9. No signs, billboards or advertising devices of any kind, except those used in any subsequent sale of the Real Property shall be placed or otherwise installed on the Real Property.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Real Property except dogs, cats and other household pets or horses, provided they are not bred or maintained for commercial purposes and provided further that all local laws, ordinances and/or regulations are complied with.

11. No nuisances or offensive trade or illegal use of any kind shall be carried upon the Real Property, nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood.

12. No trailer, mobile home, modular home, tent or shack shall be erected on the Real Property or shall, at any time, be used as a residence temporarily or permanently.

13. Any truck, motorcycle, commercial vehicle, motorhome, travel trailer, camping vehicle or boat shall be parked so as the same will not be visible from the road.

14. Grantees shall repair all portions of any residence and appurtenant structures, keeping the same in condition comparable to

the condition at the time of its initial construction, normal wear and tear excepted, at Grantees' sole cost and expense.

15. If all or any portion of any improvement shall be damaged or destroyed by fire or other casualty, then Grantees, their heirs and assigns shall promptly rebuild, repair or reconstruct such residence and/or improvement in the manner which will substantially restore the same to the condition immediately prior to the casualty with all due diligence; or Grantee shall completely raze the improvements and sod or seed the entire Real Property until such time as construction of any new residence is commenced.

16. The Real Property shall not be used or maintained as a dumping ground for rubbish, trash or garbage; and rubbish, trash and garbage or other waste shall be kept in sanitary containers and out of view of the street or adjoining property owners; however, this restriction shall not apply during the period of construction of any residence on the Real Property.

17. The Real Property shall not be used for the storage or disposal within the improvements or on the Real Property of hazardous or toxic waste or substances, which are defined as those substances, materials, waste, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101), or by the Environmental Protection Agency as hazardous substances (40 CAR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or Federal law, including, without limitation, any material, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) any designated "Hazardous Substance" pursuant to Section 331 of the Clean Water Act, (33 U.S.C. Sec. 1251, et seq.) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371), (e) any substance defined as a "Hazardous Waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 609, et seq.), or (f) any substance defined as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive

Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601, et seq.

18. In the interest of public health and sanitation and so the land and all other land in the same locality may be benefitted by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wild life and other public uses thereof, the Real Property may not be used for any purpose that would result in the pollution of any waterway that flows through or adjacent to the subdivision by refuse, sewage or other materials that might tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

19. These restrictions shall be covenants running with the land and the Real Property for the benefit of any and all persons who may own or who may hereafter own the Real Property.

20. Since the breach of any covenant or restriction contained herein, may result in irrevocable or continuing damage to other lot owners, for which remedy at law will not be adequate, Grantee agrees any aggrieved owner to whose benefit these covenants and restrictions run shall be entitled to injunctive relief in addition to such other further relief as shall be deemed proper and such persons are specifically given the right to enforce these restrictions through any proceedings at law or in equity against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered by them for any violation thereof.

21. If at any time, one or more of the provisions of these restrictions are declared void or inoperative by any Court of competent jurisdiction, such declarations shall not affect the remaining provisions herein which shall continue in full force and effect and shall not otherwise be affected thereby.

22. All and each of the above restrictions, conditions and covenants herein shall remain in full force and effect and shall not terminate and be of no further effect until any time after twenty (20) years.

Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand this 3 day of September 2002.

Thelma M. Gilliam
THELMA M. GILLIAM, Special Master
by the Court

WITNESS our hands this 15 day of Oct 2002.

GRANTEES:

GERALD LADON APLIN

TERESA BROYLES-APLIN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **GERALD LADON ALPIN and wife, TERESA BROYLES-APLIN,** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of October 2002.

Notary Public

My commission expires 24 day 2004

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **THELMA M. GILLIAM, Special Master by the Court,** with whom I am personally acquainted, and who, upon oath, acknowledged that she executed the within instrument as Special Master by the Court, for the purposes therein contained and being authorized to do so.

Witness my hand and official seal at ARCADIA, CALIFORNIA, this 03 day of SEPTEMBER 2002.

Notary Public

My commission expires APRIL 25, 2005

ALICIA J. IMP
Commission # 1301578
Notary Public - California
Los Angeles County
My Comm. Expires Apr 25, 2005

RI.Est.XI.gilliam3.lwd

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer, is $37,500.00.

Affiant

Sworn to and subscribed before me
this 15th day of October 2002.

Notary Public

My commission expires 24 June 2004

NOTE TO REGISTER:

Upon recording, please return the recorded instrument to:

JOHN R. REYNOLDS
Attorney at Law
Suite 2702, The Office Tower
611 Commerce Street
P. O. Box 190481
Nashville TN 37219-0481
Tel: (615) 256-2694
Fax: (615) 256-2361

EXHIBIT A

Being Lot No. **1** on the Final Plat of Gilliams' One-Lot Subdivision shown of record as Instrument No. **20020930/0118548**, Register's Office for **Davidson** County, Tennessee, and being more particularly described as follows, to-wit:

BEGINNING at an iron pin in the southerly right of way of Whites Creek Pike (50-foot right of way), said pin being the northeasterly corner of the property conveyed to William S. & Vivian V. Roach by Instrument Number 20020122-8259, in the Register's Office for Davidson County, Tennessee (R.O.D.C.), said pin being the northwesterly corner of said herein described tract.

THENCE, leaving Roach with said southerly right of way of Whites Creek Pike, South 47º 42" 20" East, 200.61 feet to an iron pin;

THENCE, leaving Whites Creek Pike with a new line, South 46º 45' 20" West 729.80 feet to a point, said point being in the easterly line of Charles D. Spurlock as of record in Deed Book 7547, page 842, R.O.D.C.;

THENCE, with said easterly line of Spurlock, North 08º 30' 02" West, 243.40 feet to an iron pin (old), said pin being Roach's southeasterly corner;

THENCE, with the easterly line of Roach, North 46º 45' 20" West, 575.48 feet to the Point of Beginning, and containing 3.00 acres, more or less.

THIS property is subject to a 20-foot wide water line easement of record in Deed book 8259, Page 198, R.O.D.C. crossing subject property.

THIS property is subject to a 20-foot wide sanitary sewer easement of record in Deed Book 7586, Page 411, R.O.D.C.

THIS property is subject to a 40-foot wide gas line easement crossing said property. Said easement is on file with Nashville Gas Company.

Being part of the real property originally vested in Robert E. Gilliam by deed from Jno. Gilliam, J. L. Gilliam and wife, W. L. Gilliam and wife, and Ellen Gilliam Matthews and husband, of record in Book 255, page 449, by Deed from Houldah Gilliam Foster and husband, as shown of record in Book 256, page 344, and by Deed from William Gilliam and wife, as shown of record in Book 359, page 173, all Register's Office for Davidson County, Tennessee.

The said Robert E. Gilliam married Mary E. Gilliam.

The said Mary E. Gilliam died 16 September 1962, predeceasing the said Robert E. Gilliam.

The said Robert E. Gilliam died 12 December 1972, leaving a Last Will and Testament admitted to probate in the Probate Court, Davidson County, Tennessee, as shown of record in Will Book 81, page 481, devising said real property to his three (3) children, John L. Gilliam, Thelma Gilliam and Stella M. Gilliam, in equal shares, share and share alike.

The said John L. Gilliam died 06 September 1984, leaving a Last Will and Testament which was admitted to probate in the Probate Court, Davidson County, Tennessee, as shown of record in Will Book 148, page 684, devising his one-third (1/3) undivided interest in the real properties to his wife, Theresa P. Gilliam.

The said Theresa P. Gilliam died 01 January 1989, leaving a Last Will and Testament admitted to probate in the Probate Court, Davidson County, Tennessee, as shown of record in Will Book 165, page 544, devising her one-third (1/3) undivided interest in the real properties to parties in the matter of Thelma Gilliam and Mildred Gilliam Ashabraner, v. Hilda Johnson, et al, Seventh Circuit Court (Probate Division), Davidson County, Tennessee, Rule No. 00P-1237.

Stella M. Gilliam and Stella Gilliam were one and the same person. Stella Gilliam died 03 October 1996, intestate, leaving as her only heirs-at-law, Thelma Gilliam and Mildred Gilliam Ashabraner. See Affidavit of Heirship filed and shown of record in Book 11079, page 168, Register's Office for Davidson County, Tennessee.

This real property is presently vested in the parties in the degrees as declared by the Seventh Circuit Court (Probate Division), Davidson County, Tennessee, as shown in a Decree for Partition of Real Properties by Sale approved and entered by the Court on 31 May 2001, as shown of record at Volume/page No. 1892/347272, and Corrected Decree for Partition of Real Properties by Sale approved and entered by the Court on 20 July 2001, nunc pro tunc 31 May 2001, as shown of record as Volume/page No. 2002/367777, in the matter of Thelma Gilliam and Mildred Gilliam Ashabraner, v. Hilda Johnson, et al, Seventh Circuit Court (Probate Division), Davidson County, Tennessee, Rule No. 00P-1237, as shown on Exhibit C-1 attached to and made a part thereof and attached hereto.

This real property is sold pursuant to an Order of Sale approved and entered by the Court on 06 May 2002, as shown of record as Instrument No. 0000391000721653, in the matter of Thelma Gilliam and Mildred Gilliam Ashabraner, v. Hilda Johnson, et al, Seventh Circuit Court (Probate Division), Davidson County, Tennessee, Rule No. 00P-1237, which approves and authorizes the transfer herewith. A certified copy of said Order of Sale is recorded simultaneously herewith and preceding this Limited Warranty Deed as shown of record as Instrument No. 20021119-0143634, Register's Office for Davidson County, Tennessee.