SEND TAX BILLS TO:

THELMA WILKEY
821 N.E. 32nd STREET
GRAND PRARIE, TEXAS 75050
053-03-0 057.00

THIS INSTRUMENT PREPARED BY:

WALKER AND ASSOCIATES
204 NORTH MAIN STREET
GOODLETTSVILLE, TENNESSEE 37072

ADMINISTRATRIX' DEED

THIS INSTRUMENT made and entered into on this the 23rd day of December, 2002 by and between VICKI MARLETT, Administratrix of the Estate of FLOSSIE TIDWELL, hereinafter called the Party of the First Part, and THELMA MARIE TIDWELL WILKEY , sole heir of FLOSSIE TIDWELL, hereinafter called the Party of the Second Part.

WITNESSETH:

In accordance with the terms and conditions of the administration of the Estate of FLOSSIE TIDWELL, Case Number MC CH CV PB 02-0000104 of the Probate Court, Montgomery County, Tennessee, the Party of the First Part conveys and quitclaims unto the Party of the Second Part, all of her right, title and interest in and to the following described tract of land, situated in Davidson County, Tennessee, more particularly described as follows, to wit:

Being Lot No. 74, Section "B", Village of Old Hickory, as shown on plan recorded July 16, 1948, Book 1424, Page 67, in Register's Office for Davidson County, Tennessee; fronting 56.9 foot on Clarke Street, containing 0.12 acres, more or less; Being the same property conveyed to Elmer C. Tidwell and wife, Flossie T. Tidwell, of record in Book 2017 Page 501, Register's Office of said county. Elmer C. Tidwell died on April 29, 1983, and by operation of law, his interest passed to Flossie T. Tidwell, as surviving tenant by the entirety.

Subject to an/or reserving one (1) permanent easement ten (10) feet wide for utilities, together with all rights in connection with said easement, including the ingress and egress over the property herein conveyed for servicing easement, all as shown on said recorded plan, which is made a part of this description by reference thereto.

The following covenants to be deemed and considered as covenants running with the land and binding upon GRANTEES and all future owners of the property for the benefit of all, the property located within the "OLD HICKORY VILLAGE" in the Fourth Civil District of Davidson County, Tennessee, are expressly made a part of this conveyance by agreement between GRANTOR and GRANTEES:

1. **No trade or business of any kind or character which might result in a nuisance shall be erected, permitted, maintained or operated upon any of the land included in the said tract nor shall any building designed or intended for use for any such purpose be erected thereon;**

2. **No nuisance shall be permitted or maintained upon any portion of said property.**

3. **No sale of alcoholic beverages shall be permitted;**

4. **No poultry, hogs, cattle or other livestock shall be kept thereon**

Davidson County DEEDWARR
Recvd: 01/08/03 12:57 3pgs
Fees:17.00 Taxes:0.00
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5. **No building shall be erected on the land except a building designed and used for residential purposes, and no such building shall be designed or used for the accommodation of more than two separate dwelling units, each large enough to accommodate only one family, and no structure shall be erected on the property, in addition to the dwelling house, except a garage building and servants dwelling, not to exceed two stories in height, and not to exceed space for the storage of two automobiles.**

6. **No trailer, basement, tent, or outbuildings erected on the tract shall at any time be used as a residence temporary or permanent, with the exception of the servants quarters, as permitted in the preceding paragraph;**

7. **The foregoing covenants shall be binding on the GRANTEES and all future owners of the property for a period of twenty (20) years from July 1, 1947;**

8. **GRANTEES and all future owners of the tract agree to comply strictly with all applicable zoning restrictions promulgated from time to time by the Quarterly Court of Davidson County and all plans for new buildings erected on any portion of the tract must be submitted to ana approved by GRANTOR, its successors and assigns, with the right reserved to GRANTOR to specify position of buildings on the lot and type of construction of all buildings until such date as said GRANTOR, its successors or assigns, may relinquish such right in regard to buildings by a written instrument duly executed and recorded in the Registrar's Office of Davidson County, Tennessee, which date shall in no event exceed twenty (20) years from July 1, 1947.**

IN WITNESS WHEREOF, the party of the first part has hereunto set her signature, the day and year first written.

Vicki Michelle Marlett

VICKI MARLETT
ADMINISTRATRIX

STATE OF Texas
COUNTY OF Dallas

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

WITNESS my hand and official seal of office, this the 23rd day of Dec, 2002.

Melba Johnson

Notary Public

My Commission Expires: 5-29-05

MELBA JOHNSON
Notary Public, State of Texas
My Commission Exp. 05-29-2005

I hereby swear or affirm that the actual consideration for this transfer, or value of property or interest in property transferred, whichever is greater, is $0.00, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Thelma Marie Tidwell Wilkey

THELMA MARIE TIDWELL WILKEY
Affiant

SUBSCRIBED and **SWORN** to before me, this the 23rd day of Nov, 2002.

Melba Johnson

Notary Public or Register

My Commission Expires: 5-29-02

