PICK-UP

Address New Owner	Map-Parcel Numbers	Send Tax Bills To:
Joe N. Smith Elizabeth C. Smith 3612 Baxter Road Joelton, Tennessee 37080	Part of Tax Map-Parcel 008-029	New Owner
This instrument prepared by: King & Ballow 315 Union Street, Suite 1100, Nashville, TN 37201		

Davidson County DEEDWARR
Recvd: 04/02/04 14:34 6pgs
Fees:33.00 Taxes:832.50
20040402-0037526

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Two Hundred Twenty-Five Thousand and No/100 Dollars ($225,000.00) cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned Larry D. Crabtree and spouse, Mauna F. Crabtree ("Grantors"), have bargained and sold, and by these presents do hereby transfer and convey unto Joe N. Smith and Elizabeth C. Smith ("Grantees"), Grantees' heirs and assigns, certain land in Davidson County, Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year 2004 and subsequent years, which have been prorated between the parties and assumed by Grantees;
2. Possible supplemental assessments for the year in which improvements are completed after January 1, as defined by Statute, and taxes assessed by correction pursuant to Tennessee Code Annotated §67-5-603, et seq.;

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $ 225,000.00

Joe N Smith
Affiant

Subscribed and sworn to before me this 1 day of April, 2004.

AMY J. WHITE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

[SEAL]

Notary Public
My Commission Expires: My Commission Expires MAY 28, 2006

3. All discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts that a correct and complete survey or physical inspection of the Property would show;
4. Easement for the flow of the waters of the boundary creek and the rights of the public therein;
5. Rights of upper and lower riparian owners to the flow of the waters of the boundary creek free from diminution or pollution;
6. Changes in the boundary of the Property resulting from erosion or accretion caused by the flow of the boundary creek;
7. Title to that portion of the Property embraced within the bounds of any streets, roads, or highways;
8. All restrictions and other matters shown of record in the Register's Office for Davidson County, Tennessee.

This is improved property known as 3612 Baxter Road in Joelton, Tennessee 37080.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantees, Grantees' heirs and assigns, forever.

Grantors covenant with the Grantees that Grantors are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except as set forth herein or of record, and the Restrictive Covenants set out herein, upon which this conveyance is conditioned.

Grantors further covenant and bind themselves, Grantors' heirs and representatives to warrant and forever defend the title to the Property to the said Grantees, Grantees' heirs and assigns, against the lawful claims of all persons whomsoever, except that no warranty is made as to the amount of acreage in the Property.

WHEREAS, it is a condition to the conveyance of the Property herein described that the following Restrictive Covenants be imposed, declared and established to be covenants running with the land and binding upon the Grantees, their heirs, assigns, and administrators:

NOW THEREFORE, the following Restrictive Covenants shall apply to said Property:

1. Grantees will not subdivide and/or develop the Property or any portion thereof within fifteen (15) years from the date of this deed, except that Grantees may subdivide or develop that portion of the Property lying on the eastern side of the house currently situated on the Property.
2. Grantees will not lease the house and/or barn currently on the Property to any third person(s) for any purpose other than residential and/or farm use.

3. In the event Grantees lease to any third persons the Property (or any portion thereof), the house, and/or the barn thereon, Grantees shall require in writing that the lessee(s) shall comply at all times with all federal, state, and local laws, ordinances, and/or codes regarding the use of said Property, house and/or barn, including but not limited to the lessee(s)' compliance with all requirements regarding the upkeep of livestock, pets, and/or other animals (for example, livestock fencing, pet leash laws, etc.).
4. Grantees shall include in any lease agreement that the lessee(s)' breach of the compliance requirement specified in (3), above, shall be cause for immediate termination of the lease agreement unless the lessee(s) remedy such breach within twenty-four (24) hours of Grantees' notice to lessee(s) of such breach.
5. Grantees shall, upon notice from Grantors that any lessee(s) of Grantees is (are) in breach of any of the compliance requirements contained in (3), above, accept Grantors' notice as evidence of the lessee(s)' breach and shall immediately give notice to Grantees' lessee(s) regarding such breach and the requirement to remedy such breach within 24 hours to prevent immediate termination of the lease agreement with respect to the Property, the house, and/or the barn thereon.
6. Grantees shall not sell, grant, or otherwise transfer all or part of the Property, the house, and/or the barn thereon to any third person(s) without first giving Grantors a right of first refusal to purchase the Property, house, and/or barn being offered for sale, at the same purchase price then being offered to Grantees by the third person(s).
7. Wherever the term "Grantees" is used in these Restrictive Covenants, the plural shall include the singular so that the term shall include either individual comprising Grantees.

In consideration of Grantees giving Grantors the foregoing Restrictive Covenants, Grantors agree that they will give Grantees, or either of them, a right of first refusal to purchase the separate 10-acre tract that was previously included in the original entire tract from which the Property has been surveyed out and subdivided.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 1st day of April, 2004.

GRANTOR

Larry D. Crabtree

Larry D. Crabtree

Mauna F. Crabtree

Mauna F. Crabtree

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named LARRY D. CRABTREE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the person described in and who executed the foregoing instrument for the purposes therein contained and acknowledged the execution as his free act and deed.

Witness my hand and seal, at office in Nashville, Tennessee, this the 1 day of April, 2004.

Amy J White
NOTARY PUBLIC
My Commission Expires: My Commission Expires MAY 28, 2006

[SEAL]

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MAUNA F. CRABTREE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be the person described in and who executed the foregoing instrument for the purposes therein contained and acknowledged the execution as her free act and deed.

Witness my hand and seal, at office in Nashville, Tennessee, this the 1 day of April, 2004.

Amy J White
NOTARY PUBLIC
My Commission Expires: My Commission Expires MAY 28, 2006

[SEAL]

EXHIBIT "A"

Being a portion of the land shown on Tax Map # 8, Parcel # 29. Recorded in Deed Book # 6280, Page # 29 and lying in the 14th Civil District of Davidson County, Tennessee.

Beginning at a point in the center line of Baxter Road, said point being the southeast corner of Tract # 1 and the southwest corner of herein described tract;
Thence leaving said road with the line of Tract # 2 N02°45'24"W 1051.55' (passing a witness pin at 25.00') to an iron pin new;
Thence N21°25'07"E 591.96' to a point in the center of the creek, (passing a witness pin at 561.96'). said point being a corner to Tract # 1 and the northwest corner of herein described tract;
Thence with the line of Armstrong (DB # 7505, PG # 657)and the center of the creek for the next 26 calls:
S35°39'36"E 39.00'
S86°08'38"E 77.58'
S01°02'04"E 117.01'
S08°03'03"E 77.18'
S17°19'23"E 75.26'
S36°58'50"E 59.95'
S27°41'03"E 145.97'
S38°59'19"E 45.61'
S42°16'45"E 148.80'
S23°05'30"E 71.50'
S33°14'48"E 139.00'
S39°48'27"E 77.45'
S43°12'42"E 31.79'
S58°40'04"E 109.79'
S23°15'16"E 59.79'
S29°58'53"W 123.30'
S83°13'11"E 52.78'
N80°34'36"E 94.15'
N77°41'24"E 71.80'
S27°42'20"E 95.76'
N72°08'06"E 82.15'
S01°30'52"E 49.48'
S30°58'45"W 65.01'
S65°42'46"E 18.32'
N83°25'35"E 70.90'
S83°31'16"E 88.42 to a point, said point being in the line of Armstrong, the southwest corner of Miller (DB # 5357, PG # 923) and a corner of herein described tract;
Thence leaving the creek and proceeding with the line of Miller S02°38'09"W 329.21' to a railroad spike (old) in the middle of Baxter Road:
Thence with the center of Baxter Road S89°19'28"W 1356.04' to the point of beginning.

Containing: 25.668+/- Acres

Being part of the same property conveyed to LARRY CRABTREE AND SPOUSE, MAUNA CRABTREE, by deed of record as Instrument No. 20040227-0022509, said Register's Office.