Davidson County DEEDWARR
Recvd: 01/18/05 15:27 3 pg
Fees:18.00 Taxes:205.35
20050118-0006316

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.
Terry E. Wilkes, et al 2405 Dickerson Road Nashville, TN 37207	Same as New Owner	Map 55 P/O Parcel 47

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, DORIS M. WAYMAN, MARVIN P. FARMER, JR., HORACE L. FARMER and RAYMOND A. FARMER, as tenants in common, each owning a one-fourth (1/4) undivided interest, hereinafter referred to as the "GRANTORS", have bargained and sold and by these presents do transfer and convey unto TERRY E. WILKES and JOE NORMAN WILKES, II, as tenants in common, each owning 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 described as Tract #5 of the M. P. Farmer Property according to an unrecorded survey dated November 17, 2004 by L. Steven Bridges, Jr., Tennessee Registered Land Surveyor, License No. 1740, being more particularly and specifically described as follows, to-wit:

Beginning at an iron rod on the northern margin of Ashland City Highway, said point being the southeast corner of the property of Kelton D. Herston (Inst. #2000051147810, R.O.D.C.,TN) and being the southwest corner of the property of Marvin P. Farmer; thence leaving said road with line of Herston, 47 deg. 16 min. 05 sec. E 165.00 feet to an iron rod; thence continuing with the line of Herston, N 55 deg. 31 min. 05 sec. E 155.00 feet to an iron rod; thence continuing with line of Herston, N 47 deg. 01 min. 05 sec. E 340.00 feet to an iron rod; thence continuing with the line of Herston, N 26 deg. 36 min. 05 sec. E 185.00 feet to an iron rod; thence continuing with line of Herston, N 33 deg. 08 min. 05 sec. E 146.30 feet to an iron rod; thence with a new line, S 50 deg. 42 min. 08 sec. E 625.24 feet to an iron rod; thence continuing with a new line, S 20 deg. 16 min. 05 sec. W 1045.82 feet to an iron rod on the northern margin of Ashland City Highway; thence with said road margin, N 87 deg. 49 min. 55 sec. W 241.54 feet to a highway monument; thence continuing with said road margin, N 39 deg. 49 min. 22 sec. W 844.33 feet to the point of beginning, containing 19.42 acres, more or less.

EASEMENT: The above tract is subject to the following Ingress and Egress Easement being more specifically and particularly described as follows, to-wit:

Commencing at an iron rod on the northern margin of Ashland City Highway, said point being the southeast corner of the property of Kelton D. Herston (Inst. #2000051147810, R.O.D.C., TN) and being the southwest corner of the property of Marvin P. Farmer; thence with the said road, S 39 deg. 49 min. 22 sec. E 844.33 feet to a highway monument; thence continuing with said road, S 87 deg. 49 min. 55 sec. E 241.54 feet to an iron rod and point of beginning; thence, leaving northern margin of Ashland City Highway, N 20 deg. 16 min. 05 sec. E 309.75 feet to a point, N 02 deg. 21 min. 49 sec. E 52.99 feet to a point, N 08 deg. 13 min. 22 sec. E 39.89 feet to a point, N 21 deg. 49 min. 33 sec. E 78.65 feet to a point, N 16 deg. 54 min. 38 sec. E 46.02 feet to a point, N 24 deg. 36 min. 55 sec. E 102.84 feet to a point, N 00 deg. 13 min. 46 sec. E 77.73 feet to a point, N 08 deg. 09 min. 37 sec. E 39.23 feet to a point, N 32 deg. 48 min. 47 sec. E 50.46 feet to a point, N 37 deg. 23 min. 04 sec. E 50.02

feet to a point; N 14 deg. 18 min. 13 sec. E 64.09 feet to a point; N 43 deg. 34 min. 11 sec. E 62.44 feet to a point, N 38 deg. 47 min. 26 sec. E 26.82 feet to a point, N 20 deg. 16 min. 05 sec. E 64.57 feet to an iron rod; thence S 50 deg. 42 min. 08 sec. E 123.55 feet to a point; thence S 39 deg. 17 min. 52 sec. W 204.85 feet to an iron rod; thence, S 20 deg. 15 min. 41 sec. W 795.51 feet to an iron rod on the northern margin of Ashland City Highway; thence with said road margin, N 87 deg. 49 min. 55 sec. W 52.71 feet to the point of beginning.

BEING a part of the same property conveyed to Marvin P. Farmer and wife, Bessie Mai Farmer, by deed from Harley O. Clinnard and wife, Mary Elizabeth Clinnard, by deed of record in Book 1559, Page 121, Register's Office for Davidson County, Tennessee. And, the said Marvin P. Farmer died on November 21, 1984, at which time the property became vested in his widow, Bessie Mai Farmer, as surviving tenant by the entirety. The said Bessie Mai Farmer died testate on December 5, 1995. Her estate was filed for probate in the Probate Court for Davidson County, Tennessee, under Docket # 96P-761. The said estate was closed in November, 1998. Under the terms and provisions of the Last Will and Testament of Bessie M. Farmer filed for record in Will Book 206, page 2, in the Probate Court Clerk's Office for Davidson County, Tennessee, the property became vested in MARVIN P. FARMER, JR., HORACE L. FARMER, RAYMOND A. FARMER, and DORIS M. WAYMAN, as tenants in common, each owning a one-fourth (1/4) undivided interest.

The foregoing description was prepared from an unrecorded survey of the Marvin P. Farmer Property dated November 17, 2004, by L. Steven Bridges, Jr., Registered Land Surveyor, Tennessee License No. 1740.

This is unimproved property located on Ashland City Highway, Nashville, Tennessee.

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. Taxes for the year 2005, which are a lien but not yet due and payable, and which will be paid, in full, without proration, by the GRANTEES, when due. The property will be subject to Greenbelt taxes, if and when the property is subdivided. GRANTORS will pay Greenbelt Rollback taxes assessed against the property if the said property is not reinstated in the Greenbelt and will pay a pro-rata share of the Greenbelt taxes if the property is reinstated in the Greenbelt, but later removed from the Greenbelt, within the next three (3) years.

   GRANTORS will pay any excess in Greenbelt tax assessments over the amount deducted for such assessments at closing.

2. Subject to any and all matters as they may appear on the unrecorded survey of the Marvin P. Farmer Property dated November 17, 2004, by L. Steven Bridges, Jr., Registered Land Surveyor, Tennessee License No. 1740.

3. Subject to the ingress and egress easement as set forth and described hereinabove.

4. Subject to the Restrictive Covenant as set forth and described hereinbelow.

RESTRICTIVE COVENANT: The following restrictive covenant shall be a covenant 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.

The foregoing restrictive covenant may be enforced by any owner of any tract shown on the unrecorded survey of the Marvin P. Farmer Property dated November 17, by L. Steven Bridges, Jr., Registered Land Surveyor, Tennessee License No. 1740, 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.

All owners of all tracts shown on the unrecorded survey of the Marvin P. Farmer Property dated November 17, 2004, by L. Steven Bridges, Jr., Registered Land Surveyor, Tennessee License No. 1740, 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 on any tract shown on the unrecorded survey of the Marvin P. Farmer Property dated November 17, 2004, by L. Steven Bridges, Jr., Registered Land Surveyor, Tennessee License No. 1740, and any such previous restrictions shall be void and of no further force or effect, whatsoever.

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"

DORIS M. WAYMAN

MARVIN P. FARMER, JR.

HORACE L. FARMER

RAYMOND A. FARMER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DORIS M. WAYMAN, MARVIN P. FARMER, JR., HORACE L. FARMER and RAYMOND A. FARMER, 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 13th day of January, 2005.

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

NOTARY PUBLIC

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

My Commission Expires Dec. 6, 2005

The actual consideration or value, whichever is greater, for this transfer is $55,500.00.

Affiant

Sworn to and subscribed before me, this the 13th day of January, 2005.

NOTARY PUBLIC

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Expires Dec. 6, 2005