Davidson County DEEDWARR
Recvd: 01/18/05 15:27 3 pgs
Fees:18.00 Taxes:68.45

20050118-0006317

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.
Robert W. Holly, Jr. 4701 Park Ave. Nashville, TN 37209	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 ROBERT W. HOLLY, JR., 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:

A certain tract or parcel of land described as Tract #3 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:

Commencing at an iron rod on the northern margin of Ashland City Highway, said point being the southwest corner of the property of Riverpoint, LLC (Ins. #000111030000058, R.O.D.C., TN) and being the southeast corner of the property of Marvin P. Farmer; thence with margin of said road, N 36 deg. 39 min. 39 sec. W 306.91 feet to a highway monument; thence continuing with said road, N 00 deg. 11 min. 05 sec. W 138.40 feet to an iron rod at a highway monument; thence continuing with said road, N 57 deg. 20 min. 23 sec. W 179.48 feet to a highway monument; thence continuing with said road, N 89 deg. 45 min. 07 sec. W 179.66 feet to a highway monument; thence continuing with said road, N 30 deg. 39 min. 22 sec. W 514.20 feet to an iron rod at a highway monument at the point of beginning; thence with northern margin of Ashland City Highway, N 77 deg. 25 min. 18 sec. W 242.59 feet to a highway monument; thence continuing with said road, N 11 deg. 38 min. 58 sec. W 515.53 feet to a highway monument; thence continuing with said road, N 87 deg. 49 min. 55 sec. W 70.12 feet to an iron rod; thence leaving said road with a new line, N 20 deg. 15 min. 41 sec. E 795.51 feet to an iron rod at the corner of the property of jack A. Henshaw (DB 5834, pg 749, RODCTN); thence with the line of Henshaw, S 84 deg. 09 min. 29 sec. E 333.40 feet to an iron rod; thence leaving line of henshaw with a new line, S 08 deg. 45 min. 52 sec. W 1287.78 feet to the point of beginning, containing 11.08 acres, more or less.

EASEMENT: The above described tract is subject to the following Ingress and Egress Easement serving Tract #2 of the M. P. Farmer Property conveyed to Rod E. Wilkins and Kenneth Sadler, to include that part of a general easement on Tract #4 conveyed to Terry E. Wilkes and Joe Norman Wilkes, II, 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 southwest corner of the property of Riverpoint, LLC (Inst. #000111030000058, R.O.D.C., TN) and being the southeast corner of the property of Marvin P. Farmer; thence with the northern margin of Ashland City Highway for the next eight calls, N 36 deg. 39 min. 39 sec. W 306.95 feet to a highway monument, N 00 deg. 11 min. 05 sec. W 138.40 feet to an iron rod at a highway monument, N 57 deg. 20 min. 23 sec. W 179.48 feet to a highway monument, N 89 deg. 45 min. 07 sec.

W 179.66 feet to a highway monument, N 30 deg. 39 min. 22 sec. W 514.20 feet to an iron rod at a highway monument, N 77 deg. 25 min. 18 sec. W 242.59 feet to a highway monument, N 11 deg. 38 min. 58 sec. W 515.63 feet to a highway monument, N 87 deg. 49 min. 55 sec. W 70.12 feet to an iron rod at the beginning of said ingress and egress easement; thence continuing wi th the northern margin of said road, N 87 deg. 49 min. 55 sec. W 52.71 feet to an iron rod; thence leaving said road margin with easement, N 20 deg. 16 min. 05 sec. E 29.43 feet to a point, N 74 deg. 12 min. 12 sec. E146.83 feet to a point, N 77 deg. 35 min. 56 sec. E 99.53 feet to a point, N 84 deg. 26 min. 35 sec. E 109.28 feet to a point, N 78 deg. 41 min. 53 sec. E 112.76 feet to a point, S 87 deg. 22 min. 55 sec. E 100.47 feet to a point on the western line of this tract and being located 687.46 feet from the southwest corner of this tract; thence with west line of this tract, S 08 deg. 45 min. 52 sec. W 50.16 feet to a point; thence leaving said line of this tract, N 87 deg. 22 min. 55 sec. W 97.14 feet to a point, S 78 deg. 32 min. 28 sec. W 107.91 feet to a point, S 85 deg. 10 min. 07 sec. W 118.61 feet to a point, S 75 deg. 26 min. 03 sec. W 90.85 feet to a point, S 78 deg. 48 min. 28 sec. W 101.08 feet to the 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 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. 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 GRANTEE, when due. The GRANTORS will pay all Greenbelt taxes assessed against the said property and will indemnify and hold harmless the GRANTEES from same.

   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 Easement for Ingress and Egress 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 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"

DORIS M. WAYMAN

MARVIN P. FARMER, JR.

HORACE L. FARMER

RAYMOND A. FARMER

"GRANTEE"

ROBERT W. HOLLY, JR.

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 and ROBERT W. HOLLY, JR., 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 12th day of January, 2005.

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

NOTARY PUBLIC

My Commission Expires Dec. 6, 2005

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $18,500.00.

Affiant

Sworn to and subscribed before me, this the 12th day of January, 2005.

PATSY C. DAVIDSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

NOTARY PUBLIC

My Commission Expires Dec. 6, 2005