Davidson County DEEDWARR
Recvd: 10/31/06 14:07 4 pgs
Fees:23.00 Taxes:170.20

20061031-0135174

PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

WARRANTY DEED

THIS INDENTURE is made and entered into this 27th day of October, 2006, by and between HENRY R. SNEED, UNMARRIED, hereinafter called Grantor, and CLAUDE E. WAIR, UNMARRIED, and KARREN L. SCOTT, MARRIED, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, hereinafter called Grantees.

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, HENRY R. SNEED, UNMARRIED, as Grantor, does hereby bargain, sell, transfer and convey unto CLAUDE E. WAIR, UNMARRIED, and KARREN L. SCOTT, MARRIED, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, hereinafter referred to as Grantees, their successors, heirs and assigns, all of that certain real estate located in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantor in and to all buildings and fixtures located on said real estate, and any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (collectively, the "Property"). This conveyance of the "Property" and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is unimproved property known as BAXTER ROAD, JOELTON, TENNESSEE 37080.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantees, their successors, heirs and assigns forever. The Grantor covenants and agrees with the said Grantees that Grantor is lawfully seized and possessed of the said real estate and that Grantor has a good and lawful right to sell the same. The Grantor further covenants that the same is unencumbered except as otherwise set forth in Exhibit "B".

Grantor further covenants and binds, himself and his successors, heirs and assigns, to warrant and forever defend the title to said Grantees, their successors, heirs and assigns, against the lawful claims of all person whomsoever.

This property is being conveyed subject to the restrictive covenants attached hereto as Exhibit "C".

WITNESS the hand and seal of the Grantor on this the day and year first above written.

SELLER:

HENRY R. SNEED
Signature of Seller

Signature of Seller

INDIVIDUAL
STATE OF Tennessee)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of said County and State, HENRY R. SNEED, UNMARRIED, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at Joelton, Tennessee, **this** 27th **day of October, 2006.**

Howard M. Skipworth
Notary Public

My Commission Expires: _____

HOWARD M. SKIPWORTH NOTARY PUBLIC AT LARGE DAVIDSON CO., TENN.
MY COMMISSION EXP. JANUARY 26, 2008

Name and Address of Property Owner:

CLAUDE WAIR and KARREN L. SCOTT
6 Abbeywood Ct.
Nashville, TN 37215

Property Address:

0 HARPER RD., JOELTON, TN 37080
Person Responsible for Taxes:

Claude Wair & Karren L. Scott
6 Abbeywood Ct.
Nashville, TN 37215

Map & Parcel #: MAP 8, P/O PARCELS 151, 152 & 78.01

AFFIDAVIT OF VALUE

STATE OF Tennessee :
COUNTY OF Davidson :

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **$46000.00** 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.

Karen Scott
Affiant

Sworn to and subscribed before me, a Notary Public, this 27th day of **October, 2006.**

Howard M. Skipworth
Notary Public

My Commission Expires: _____

HOWARD M. SKIPWORTH NOTARY PUBLIC AT LARGE DAVIDSON CO., TENN.
MY COMMISSION EXP. JANUARY 26, 2008

RETURN TO:

COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115 06-365JD

EXHIBIT 'A'

Being a tract of land in the 14th Civil District of Davidson County, Tennessee, described according to a survey by Jeffrey Patrick Chandler, RLS No. 2353, 3421 Cooper Nicholson Rd., described as follows:

Beginning at a point in the intersection of the center lines of Harper Road and Baxter Road, said point being the common corner of Tract 3; thence, passing an iron pin on the margin of Harper Road at 119.01', South 16 deg. 25' 47" West a distance of 1179.14' to an iron pin being the common corner of tract 3 and in the line of Fred Carney as of record in Deed Book 9565, Page 600, R.O.D.C.; thence with said Corner South 89 deg. 37' 33" West a distance of 227.46' to an existing iron pipe on the south bank of a creek and being the common corner of Christopher McBride as of record in Deed Book 11232, Page 766, R.O.D.C.; thence with said McBride North 21 deg. 41' 10" East a distance of 159.97' to an iron pin; thence North 14 deg. 42' 40" East a distance of 345.00' to an existing iron pipe; thence, passing an iron pin on the margin of Harper Road at 152.35' North 75 deg. 53' 53" West a distance of 187.26' to a point in the center line of Harper Road; thence with said center line the following calls: North 53 deg. 28' 46" East a distance of 165.00'; thence North 48 deg. 58' 46" East a distance of 330.10'; thence North 46 deg. 28' 46" East a distance of 88.60'; thence North 39 deg. 49' 55" East a distance of 93.43'; thence North 33 deg. 01' 54" East a distance of 66.10'; thence North 28 deg. 20' 18" East a distance of 110.04' to point which is the point of beginning, having an area of 217946.43 square feet, 5.0 acres more or less.

Being a portion of the same property conveyed to HENRY R. SNEED, UNMARRIED, by Warranty Deed from First Federal Savings Bank, of record in Instrument Number 20060725-0089254, Register's Office for DAVIDSON County, Tennessee.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2007 and subsequent years, A LIEN, not yet due and payable (Map 8, Parcel 151).

2. All REAL PROPERTY taxes for the year 2007 and subsequent years, A LIEN, not yet due and payable (Map 8, Parcel 152).
3. All REAL PROPERTY taxes for the year 2007 and subsequent years, A LIEN, not yet due and payable (Map 8, Parcel 7801).
4. Subject to Governmental zoning, building and subdivision laws, ordinanaces and regulations.

5. Easements of record in Book 7443, page 314, and Book 7443, Page 961, and Book 7442, Page 760, Register's Office for DAVIDSON County, Tennessee.

6. Right of Way of record in Book 2106, Page 239, Register's Office for DAVIDSON County, Tennessee.

7. Easement for the flow of the waters of Long Creek and the rights of the public therein and rights of upper and lower riparian owners to the flow of the waters of Long Creek, free from dominution or pollution.

Exhibit "C"

DEED RESTRICTIONS FOR (4) TRACTS
OF LAND IN DAVIDSON COUNTY
KNOWN AS TRACTS 1-2-3-4 OF A
SURVEY BY JEFFERY CHANDLIER DATED
9/25/06 - TN. LICENSE #2353

1. Tracts shall be used for single family dwelling only.

2. All buildings shall conform to Metro Davidson County Building Codes and shall be new materials whether it be brick-stone-vinyl-logs or a combination thereof to grade. No exposed breeko blocks.

3. Minimum living area, not including any attached garage, shall be 1500 Sq. Ft. for a 1 story dwelling and 1200 Sq. Ft. for the 1st. floor of a 2 story dwelling.

4. There shall not be allowed any single-wide or double-wide trailers or modular homes with a low profile roof with the appearance of a trailer.

5. No store, shop, boarding house or other commercial building or enterprise shall be built or maintained on any tract.

6. There shall be no junk cars stored on any tract.

7. No swine-goats-sheep or poultry shall be kept on any tract for private or commerical reasons or uses.

8. No tract shall be subdivide or resubdivided, EXCEPT TRACT #4.

9. If any provision of the herein deed restrictions shall be declared void by any Court of competent jurisdicition the remaining provisions shall continue in full force and effect.

10. These restrictions shall be enforceable by the owners and subsequent owners of any one of these tracts for a period of 30 years as of 10-14-06.

11. Should all 4 of these tracts be purchased by 1 owner or entity at anytime prior to 10-14- of 2036. The above stated deed restrictions shall become null and void.

In witness whereof, the undersigned, being the owner of all 4 tracts described hereinabove, has hereunto duly executed this instrument on the 14th. day of October, 2006.

Henry Sneed

HENRY SNEED