| { ADDRESS NEW OWNER: | {SEND TAX BILL TO: | }MAP-PARCEL NOS} |
|---|---|---|
| {Larry W. Wakefield & Peggy A. Wakefield | {New Owners | }14203001000 } |
| {700 Stirrup Court | { | } } |
| {Nashville, TN 37221 | { | } } |
| {This instrument prepared by: Robert J. Notestine III, Attorney at Law, 109 Kenner | | } |
| {Avenue, Suite 201, Nashville, TN 37205. | | 26b 11587 } |

**WARRANTY D E E D**

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Steven Wayne Willis, a married person (The "Grantor") has bargained and sold, and by these presents do transfer and convey unto Larry W. Wakefield and Peggy A. Wakefield, husband and wife (The "Grantees"), Grantees' their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 1, Amended Reserve Tract, Walnut Hill Manor, Section One, of record in Instrument No. 20051104-0134156, Register of Deeds Office for Davidson County, Tennessee, to which reference is hereby made for a more comprehensive and accurate legal description.

Being part of the same property conveyed to Steven Wayne Willis, unmarried, by deed from Henry E. McKinnon and wife, Patricia P. McKinnon of record in Instrument Number 20050504-0049795, said Register's Office for Davidson County, Tennessee.

This is improved real property located on 700 Stirrup Court, Nashville, TN 37221.

THIS CONVEYANCE IS MADE SUBJECT TO:

1. 2017 Davidson County taxes are not yet due and payable.
2. All matters shown on plat of record in Instrument No. 20051104-0134156, Register's Office for Davidson County, Tennessee.
3. Easement as of record in Instrument No. 20150410-0031614, said Register's Office for Davidson County, Tennessee.
4. Covenants as shown of record in Book 4643, page 946, Book 4899, page 206, Book 5057, page 885, Book 5440, page 138 and Book 5526, page 322, said Register's Office for Davidson County, Tennessee.

BILL GARRETT, Davidson County
Trans:T20160107351 DEEDWARR
Recvd: 12/07/16 08:24 4 pgs
Fees:23.00 Taxes:399.60
20161207-0128180

5. DEED RESTRICTION: Following the conveyance of the property from Seller to Buyer, Seller (or Seller's heirs or assigns) shall retain the right, in perpetuity, to subdivide the property into two (2) lots by splitting off a portion of the property which fronts either Stirrup Drive or Stirrup Court, whichever location shall be allowable as a building site by the Metro Nashville/Davidson County Planning Commission or successive authority, to create a second lot. Seller (or Seller's heirs or assigns) shall also retain a utility easement, as may be necessary, to install and connect with public utilities to serve the proposed second lot.

Seller shall be solely responsible for any and all costs whatsoever, including engineering and other fees associated with the subdivision of the property into two (2) lots, as well as all utility connections for the second lot. If Seller's (or Seller's heirs or assigns) petition(s) to the Planning Commission is successful and the second lot is approved, a new plat which indicates both lots and the utility easement/s (if needed) shall be prepared and recorded at Seller's sole expense.

Seller, and/or Seller's heirs or assigns, shall be the sole owner of the newly created second lot, with no payment or consideration due to Buyer, their heirs or assigns, or to Buyer's Mortgagee(s), if applicable.

If Seller's petition to the Planning Commission to subdivide the property occurs at a date after the Buyer's named in this Sale Agreement have sold or otherwise conveyed the property to their heirs, assigns or other party, Seller's right to subdivide the property into two (2) lots shall survive the transfer or sale and remain in force, in perpetuity. Buyer's heirs or assigns, as well as any future buyers of the property, shall forever be bound to cooperate with, support and in no way oppose or hinder, Seller's petition(s) to the Planning Commission or any other governing authorities for the proposed subdivision of the property into two (2) lots.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for this transfer is $108,000.00.

Larry W. Wakefield
Affiant

Subscribed and sworn to before me this
2nd day of December, 2016.

Notary Public

ROBERT J. NOTESTINE III
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires May 8, 2017

Commission Expires:

TO HAVE AND TO HOLD the said real property with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever.

And Grantor does covenant with the said Grantees that the Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as set forth hereinabove.

And Grantor does further covenant and bind himself, his heirs and assigns, to warrant and forever defend the title to the Property to the said Grantees, their heirs and against the lawful claims of all persons whomsoever.

Witness my hand this 2nd day of December, 2016

Steven Wayne Willis

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, the undersigned a Notary Public, in and for the State and County aforesaid, personally appeared Steven Wayne Willis with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged and that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 2nd day of December, 2016.

Notary Public

My Commission Expires:_____

