

LP/DB/#98360#1534

THIS INSTRUMENT PREPARED BY:

Secure Title
LYNN PERRY, Attorney at Law
201 First Street NW
Cleveland, Tennessee 37311

*Patty
LW*

OWNER:
DENNIS BANTHER
7403 IGOU FERRY ROAD
HARRISON, TN. 37341

SEND TAX BILLS TO:

SAME Instrument: 1998082500202
Book and Page: GI 5166 814
Conveyance Tax \$133.20
Deed Recording Fee \$18.00
Data Processing Fee \$2.00
Probate Fee \$1.00
Total Fees \$148.20

Tax/Map No. 094I-A-013 & 094I-A-014

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

WARRANTY DEED
Hamilton County Tennessee

*All
Lots*

IN CONSIDERATION of One (\$1.00) Dollar and other valuable consideration paid, the receipt of all of which is hereby acknowledged; I, HENRY WATSON, TRUSTEE, hereby declaring that I am not the sole beneficiary under my Trusteeship, do hereby sell, transfer and convey unto DENNIS BANTHER AND WIFE, BRENDA BANTHER, the following described real estate in the Second Civil District of Hamilton County, Tennessee:

All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee, being Lots Twelve (12) and Thirteen (13), HARRISON BAY ESTATES, as shown by plat of record in Plat Book 26, Page 171, in the Register's Office of Hamilton County, Tennessee.

FOR PRIOR TITLE, see Deed of Warranty recorded in Deed Book 1220, Page 497, in the Register's Office of Hamilton County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Any governmental zoning and subdivision ordinances or regulations in effect thereon.

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions of record, including matters shown on recorded plats.

Subject to Five (5) foot Drainage Easement, as shown on recorded plat.

Well rights, etc. as set out in instrument recorded in Book 1106, Page 446, in the Register's Office of Hamilton County, Tennessee.

Provisions regarding subdivision plats, as set out in instrument recorded in Book 2116, Page 186, in the Register's Office of Hamilton County, Tennessee.

But excluding any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants conditions or restrictions violate Title 42 U.S.C. 3604 (c).

The further considerations hereinabove set out are as follows:

- (1) Only single family dwellings shall be allowed on said property, and all dwellings or attached or unattached buildings must be of brick veneer or stone veneer.
- (2) Such dwellings must contain a minimum of Sixteen Hundred Eighty (1680) square feet of living area excluding basement, carports, garages or porches. No trailers or mobile homes shall be allowed on said property.

OK 6/27/98

- (3) All driveways must be a minimum width of Ten (10) feet, and must be asphalt or concrete.
- (4) Thirty-five (35) foot building setback on front lot line.
- (5) Only redwood or chain link fences permitted on said property.
- (6) No Satellite Dish over 18 inches shall be placed on the premises.

Should any one or more of the foregoing stipulations numbered above be violated at any time by the grantees herein, their heirs and assigns, or anyone deriving title or rights from or through them, then they or either of them shall be subject and liable at the suit of the grantor, his successors and any assigns or by the then constituted public authorities to be enjoined by proper process fro violating this contract, and shall be liable for costs and reasonable Attorney's fees as agreed upon as liquidated damages, and shall be liable to such other and additional damages as may accrue.

Taxes for the year of 1998 are to be prorated between the Grantor(s) and the Grantee(s) of even date herewith.

TO HAVE AND TO HOLD the same unto the said DENNIS BANTHER AND WIFE, BRENDA BANTHER, their heirs and assigns, forever in fee simple. I covenant that I, as such Trustee, am lawfully seized and possessed of said real estate, have full power and lawful authority to sell and convey the same; that the title thereto is clear, free and unencumbered, except as hereinabove mentioned, and I will forever warrant and defend the same against all lawful claims.

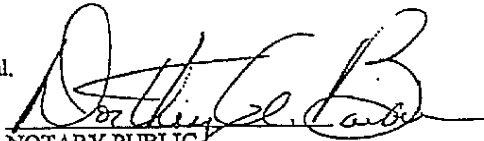
WITNESS my Hand this 12th day of August, 1998.


HENRY WATSON, TRUSTEE

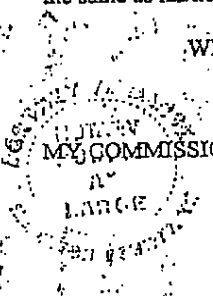
STATE OF TENNESSEE
COUNTY OF BRADLEY

On this 12th day of August, 1998, before me personally appeared HENRY WATSON, TRUSTEE, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS my hand and Notarial Seal.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-05-01



STATE OF TENNESSEE
COUNTY OF BRADLEY

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is (\$36,000.00), which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

[Handwritten Signature]
AFFIANT

Sworn to and subscribed before me this 12th day of August, 1998.

[Handwritten Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-05-01

