

WARRANTY DEED

STATE OF TN
COUNTY OF Coffee

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS
GREATER, FOR THIS TRANSFER IS \$105,000.00



Jimmy White
Property Assessor
1341 McArthur Dr. Su. 3
Manchester, TN 37355

Annette Rene Powers
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28TH
DAY OF DECEMBER, 2007.

Audrey Gail Shafer
Notary Public

MY COMMISSION EXPIRES: _____
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

Gregory M. O'Neal, Lynchburg Title & Escrow, 2014 North Jackson Street, Suite B, Tullahoma, TN 37388

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Annette Rene' Powers	Annette Rene' Powers	070-021.00
(NAME)	(NAME)	
2357 Powers Bridge Rd.	Same	
(ADDRESS)	(ADDRESS)	
Manchester, TN 37355		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, James C. Clews and wife, Lorna J. Clews, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Annette Rene' Powers, HEREINAFTER CALLED THE GRANTEEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN COFFEE COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

A certain tract of real estate located in the 4th Civil District of Coffee County, State of Tennessee, bounded and described as follows, to-wit:

BEGINNING at a point in the South margin of Pea Ridge Road, said point being the Northeast corner of the tract of land conveyed to Eldon B. Thoma, II by Quitclaim in Deed Book 279, page 639, ROCCT, and said point also being in line with the end of concrete tile under roadway; thence **FROM SAID POINT OF BEGINNING**, S 13 deg. 38 min. 58 sec. W 224.83 feet to an elm; thence S 38 deg. 00 min. 00 sec. W 184.00 feet to a poplar at a fence corner; thence S 7 deg. 00 min. 00 sec. W 625.00 feet to a hickory at a fence corner; thence S 7 deg. 185 min. 00sec. W 339.00 feet to a walnut; thence S 15 deg. 45 min. 00 sec. W 290.07 feet to a walnut; thence S 11 deg. 30 min. 00 sec. W 243.00 feet to an eight inch walnut on the east bank of a drain in an old fence (hacked and painted said eight inch walnut being 384 feet in a northerly direction from TVA corner 10.8); thence N 84 deg. 24 min. 54 sec. W 1078.22 feet to an iron pin set in the easterly margin of a private roadway; thence along the easterly margin of said private roadway N14 deg. 39 min 74 sec. E 643.75 feet to an iron pin set; thence N 79 deg. 40 min. 34 sec. E 3' 4.43 feet to an iron pin set; thence S 46 deg. 27 min. 01 sec. E 160.30 feet to an iron pin set; thence N 52 deg. 3' n.... 16 sec. E 466.34 feet to an iron pin set; thence N 10 deg. 26 min. 21 sec. E 696.49 feet to an iron pin set in the southerly margin of Pea Ridge Road; thence N 35 deg. 37 min. 04 sec. E 111.97 feet to a point; thence N 0 deg. 09 min. 33 sec. E 75.22 feet to a point; thence N 65 deg. 11 min. 09 sec. E 74.97 feet to a point; thence N 81 deg. 47 min. 48 sec. E 99.76 feet to a point; thence N 84 deg. 27 min. 28 sec. E 111.07 feet to the point of beginning and containing 25.06 acres according to a survey dated April 11, 2002 by Richard M. Raper, R.L.S. # 1063 whose address is 102 Meadowbrook Lane, Tullahoma Tennessee 37388.

This conveyance is made and accepted subject to the following Restrictive Covenants which shall run with the land:

1. No mobile homes, trailers, modular homes or buildings, or pre-fabricated buildings shall be constructed, placed or maintained on the above-described property.
2. The above described property shall be used and maintained for residential purposes only. Only one single family residence shall be constructed upon the above-described property.
3. No commercial or industrial activity shall be conducted on the above-described property.
4. No swine, hogs, or poultry shall be raised, kept or maintained on the above-described property. No livestock other than horses shall be maintained on the above-described property.
5. There shall be no junkyard facilities-property shall not be used for dumping rubbish or trash. Trash shall be kept in containers and must be kept in a clean and sanitary condition
6. There shall be no storage of unreasonably hazardous or dangerous materials on the above-described property.
7. There shall be no noxious or offensive operation, activity or facility conducted or maintained on the above-described property.
8. No hogwire or electrical fencing allowed.
9. All vehicles, equipment and all items of personal property shall be in garage or other similar structure shall not be visible on property.
10. The ground floor living area of the main structure upon any lot, exclusive of open porches, porticos, garages or breezeways shall not be less than 1500 square footage for a one story dwelling. No dwelling of multiple stories or floor levels shall have an overall floor area, exclusive of porches, garages, or breezeways of less than 1900 square feet, and shall not be permitted to have a ground floor area of less than 1300 square feet.

BEING the same property conveyed to James C. Clews and wife, Lorna J. Clews by Warranty Deed from William R. Thoma and wife, Vicki Thoma dated May 19, 2006 and filed May 22, 2006 of record in Book W315, Page 261, Register's Office of Coffee County, Tennessee.

THIS conveyance is subject to any and all, recorded and unrecorded, zoning regulations, building restrictions and setback line, easements and rights of way for public utilities

unimproved ☒

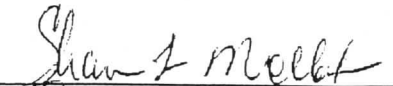
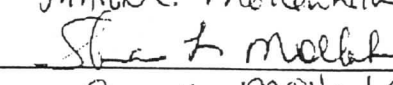
This is improved ☐ property, known as

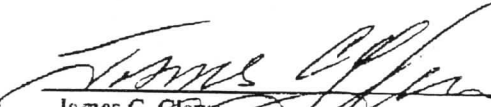
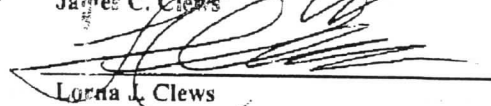
0 Pea Ridge Road, Manchester, TN 37355

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 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 the same is unencumbered, unless otherwise herein set out; and we 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. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 27th day of December, 2007.


Shawn L. Mollenhauer

Shawn L. Mollenhauer


James C. Clews

Lorna J. Clews

Sep. 12. 2011 9:05AM Coffee Cnty TN Reg of Deeds

No. 2789 P. 1

JIMMY WHITE

This Instrument prepared by: **PROPERTY ASSESSOR**; Real Property Tax Responsibility & Owners:
 Vanessa A. Jackson

RAY, JACKSON & LANE, P.C.
 P.O. Box 1027
 111 North Atlantic Street
 Tullahoma, Tennessee 37388

James C. and Lorna J. Clews

4680 Dolphin Drive
Lake Worth FL 33463

(Map 70, portion of Parcel 021.00)

Warranty Deed

**This conveyance was prepared without the benefit of a title search or survey.*

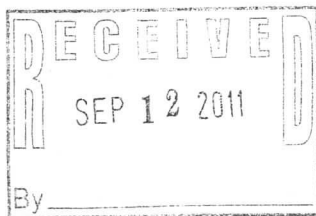
FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, We, **William R. Thoma** ("Grantor"), have bargained and sold and by these presents do hereby transfer and convey unto **James C. Clews and wife, Lorna J. Clews** ("Grantees"), their heirs and assigns, the following described real estate located in the 4th Civil District of Coffee County, State of Tennessee, bounded and described as follows, to-wit:

Beginning at a point in the South margin of Pea Ridge Road, said point being the Northeast corner of the tract of land conveyed to Eldon B. Thoma, II by Quitclaim in Deed Book 279, page 639, ROCCCT. and said point also being in line with the end of a concrete tile under roadway; thence **FROM SAID POINT OF BEGINNING**, S 13 deg. 38 min. 58 sec. W 224.83 feet to an elm; thence S 38 deg. 00 min. 00 sec. W 184.00 feet to a poplar at a fence corner; thence S 7 deg. 00 min. 00 sec. W 625.00 feet to a hickory at a fence corner; thence S 7 deg. 185 min. 00 sec. W 339.00 feet to a walnut; thence S 15 deg. 45 min. 00 sec. W 290.07 feet to a walnut; thence S 11 deg. 30 min. 00 sec W 243.00 feet to an eight inch walnut on the east bank of a drain in an old fence (*hacked and painted said eight inch walnut being 384 feet in a northerly direction from TVA corner 10.8*); thence N 84 deg. 24 min. 54 sec. W 1078.22 feet to an iron pin set in the easterly margin of a private roadway; thence along the easterly margin of said private roadway N 14 deg. 39 min. 74 sec. E 643.75 feet to an iron pin set; thence N 79 deg. 40 min. 34 sec. E 314.43 feet to an iron pin set; thence S 46 deg. 27 min. 01 sec. E 160.30 feet to an iron pin set; thence N 52 deg. 37 min. 16 sec. E 466.34 feet to an iron pin set; thence N 10 deg. 26 min. 21 sec. E 696.49 feet to an iron pin set in the southerly margin of Pea Ridge Road; thence N 35 deg. 37 min. 04 sec E 111.97 feet to a point; thence N 50 deg. 09 min. 33 sec E 75.22 feet to a point; thence N 65 deg. 11 min. 09 sec. E 74.97 feet to a point; thence N 81 deg. 47 min. 48 sec. E 99.76 feet to a point; thence N 84 deg. 27 min. 28 sec. E 111.07 feet to the point of beginning and containing 25.06 acres according to a survey dated April 11, 2002 by Richard M. Raper, R.L.S. # 1063 whose address is 102 Meadowbrook Lane, Tullahoma, Tennessee 37388.

Being a portion of the property conveyed to William R. Thoma by Executor's Quitclaim Deed of record in Deed Book 305, page 839, Register's Office of Coffee County, Tennessee.

This conveyance is made and accepted subject to the following Restrictive Covenants which shall run with the land:

1. No mobile homes, trailers, modular homes or buildings, or pre-fabricated buildings shall be constructed, placed or maintained on the above-described property.
2. The above-described property shall be used and maintained for residential purposes only. Only one single family residence shall be constructed upon the above-described property.
3. No commercial or industrial activity shall be conducted on the above-described property.
4. No swine, hogs or poultry shall be raised, kept or maintained on the above-described property. No livestock other than horses shall be maintained on the above-described property.
5. There shall be no junkyard facilities - property shall not be used for dumping rubbish or trash. Trash shall be kept in containers and must be kept in a clean and sanitary condition.
6. There shall be no storage of unreasonably hazardous or dangerous materials on the above-described property.



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No. 2789 P. 2

7. There shall be no noxious or offensive operation, activity or facility conducted or maintained on the above-described property.

8. No hogwire or electrical fencing allowed.

9. All vehicles, equipment and all items of personal property shall be stored in garage or other similar structure and shall not be visible on property.

10. The ground floor living area of the main structure upon any lot, exclusive of open porches, porticos, garages or breezeways shall not be less than 1500 square footage for a one story dwelling. No dwelling of multiple stories or floor levels shall have an overall floor area, exclusive of porches, porticos, garages, or breezeways of less than 1900 square feet, and shall not be permitted to have a ground floor area of less than 1300 square feet.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantees, their heirs and assigns, in fee simple forever.

AND I DO COVENANT with the Grantees, that I am lawfully seized and possessed of said land in fee simple; have a good and lawful right to sell and convey the same, and that said property is free, clear and unencumbered.

AND I DO FURTHER COVENANT and bind myself, my heirs and assigns, to warrant and forever defend the title to said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

Vicki Thoma joins in this conveyance to convey all of her right, title and interest in and to the above described property by virtue of her marriage to William R. Thoma.

WITNESS OUR HANDS, this 19th day of May, 2006.

WD 2 PG MA: 2114
05/22/2006 03:20 PM
VALUE 79500.00
MTG TAX 0.00
TEN TAX 294.15
REG FEE 10.00
OF FEE 2.00
REG FEE 1.00
TOTAL 307.15

STATE OF TENNESSEE, COFFEE COUNTY
ELLEN P. VAUGHN
REGISTER OF DEEDS

William R. Thoma

Vicki Thoma

STATE OF TENNESSEE
COUNTY OF Coffee

Personally appeared before me, a Notary Public, the within named, William R. Thoma and wife, Vicki Thoma, 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, this 19th day of May, 2006.

My Commission Expires: December 4, 2006 Kara Wimberley NOTARY PUBLIC

I, or We, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 79,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

William R. Thoma
Affiant

Subscribed and sworn to before me this the 19th day of May, 2006.

My Commission Expires: December 4, 2006 Kara Wimberley Notary Public

BK/PG: W315/261-262

06120651

