

DB 249-60

INSTRUMENT WAS PREPARED BY

TOM M. ROGAN
ATTORNEY AT LAW
ROGERSVILLE, TENNESSEE

W A R R A N T Y I D E H E I D

THIS INDENTURE, made this 14th day of May, 1977,
between B. L. FRALEY and wife, ZELLA R. FRALEY, of Hawkins
County in the State of Tennessee, of the first part, and EUGENE
FIELDS and wife, NANCY FIELDS, of same County and State, of
the second part.

WITNESSETH: That the said parties of the first part,
for and in consideration of the sum of FIFTEEN THOUSAND SEVEN
HUNDRED [15,700.00] DOLLARS, of which amount \$3,925.00 is
cash to them in hand paid by the said parties of the second part, the
receipt of which is hereby acknowledged, and for the balance, \$11,775.00,
second parties have this day executed their installment promissory note
in said amount and have executed Deed of Trust securing the payment
thereof, to which reference is hereby made for specific terms and
details of such indebtedness, have granted, bargained, sold, conveyed,
and do hereby grant, bargain, sell, and convey unto the said parties
of the second part, the following described premises, to-wit:

Situate in the Fifth Civil District of Hawkins
County, Tennessee, and being Tracts Nos. 1,
2, and 4 as shown on map of B. L. Fraley
Property, dated May 10, 1977, to which map
reference is hereby made for description, and
being described in separate tracts as follows:

TRACT NO. 1: BEGINNING on an iron pin in
the eastern margin of Highway U.S. 11-W,
southwestern corner of lands of Christian,
and running thence with said margin of said
Highway the following two courses and dis-
tances, to-wit: S 38-28 W 125.34 feet to an
iron pin, and S 47-19 W 268.88 feet to an
iron pin, corner to lands of Armstrong;
thence with line of lands of Armstrong,
S 33-00 E 293.22 feet to an iron pin in line
of lands of Armstrong, corner to Lot No. 4

of the B. L. Fraley property; thence with the western margin of Tract No. 4, N 35-22 E 447.65 feet to an iron pin, in the western line of Lot No. 4, southeastern corner of lands of Christian; thence with the southern line of lands of Christian, N 41-35 W 215.64 feet to the iron pin at the point of BEGINNING, containing 2.31 acres, more or less.

TRACT NO. 2: BEGINNING at an iron pin in the eastern margin of Highway U.S. 11-W, corner to lands of the Kenner heirs and northern corner of Tract No. 2 of the B. L. Fraley property; thence with said margin of said Highway, S 38-08 W 213.83 feet to an iron pin located at the intersection of the eastern margin of Highway U.S. 11-W with the northern margin of a county road; thence with said margin of said county road the following four courses and distances, to-wit: S 71-44 E 178, 41 feet to an iron pin; S 32-13 E 35.00 feet to an iron pin; S 00-13 W 60.0 feet to an iron pin and S 15-55 W 70.0 feet to an iron pin in said margin of said county road, southwestern corner of Tract No. 3 of the B. L. Fraley property; thence with the western margin of said Tract No. 3, N 43-55 E 338.72 feet to an iron pin in line of lands of the Kenner heirs; thence with the southern line of lands of Kenner heirs, in a northwesterly direction, 320.00 feet to the iron pin at the point of BEGINNING, containing 1.49 acres, more or less.

A well and pump are located on Tract 4. In accordance with terms announced at the sale of the property, there is hereby conveyed by first parties to second parties, their heirs and assigns, the right to take water from the well by means of the pump at the well, and to this end, the right to go from the tracts hereby conveyed to second parties onto Tract 4 to the well and pump, along such course as will be as economical as possible for second parties, but, at the same time, along such course as will do as little damage to, and burden Tract 4 as little as reasonably possible, for the purpose of installing, maintaining, and repairing pipeline for the delivery of water from the well and pump to the tracts hereby acquired. At the sale it was announced that Tracts Nos. 1 through 6, both inclusive, would, mutually, have rights to obtain water from the well and pump, and it is

understood that such rights are, and shall be, appurtenant to and incident to the ownership of each of said numbered tracts, and the right being granted to six separate tracts to so obtain water the owners of each of the six tracts who make use of such water right for the benefit of the tracts owned shall be burdened, on a pro rata basis among these tracts obtaining water, with the obligation and responsibility of maintaining the well and pump, and the cost of electricity to pump water from the well.

TRACT NO. 4: BEGINNING at an iron pin in the southern margin of a county road at the northeastern corner of lands of Christian, and running thence with the eastern margin of lands of Christian, S 49-09 W 205.71 feet to an iron pin, southeastern corner of lands of Christian, northeastern corner of Tract No. 1 of the B. L. Fraley property; thence with the eastern line of Lot No. 1, S 35-22 W 447.65 feet to an iron pin in line of lands of Armstrong, southeastern corner of Tract No. 1 of the B. L. Fraley property; thence S 42-30 E 249.00 feet to a nail in root of a sycamore tree; thence N 55-10 E 255.39 feet to a stone in line of lands of Armstrong; thence with line of lands of Armstrong S 54-35 E 421.48 feet to an iron pin, southeastern corner of Lot No. 4, southwestern corner of Lot of Sensabaugh; thence with the western line of lands of Sensabaugh, the following four courses and distances, to-wit: N 32-47 E 89.51 feet to an iron pin; thence N 56-25 W 17.14 feet to an iron pin; thence N 31.48 E 112.04 feet to an iron pin; thence S 58-56 E 8.15 feet to an iron pin in the western edge of a turnaround of a county road; thence with the western margin of a turnaround in a county road, N 40-51 E 78.30 feet to an iron pin; and N 13-14 E 153.47 feet to an iron pin; thence with the southern margin of said county road the following eight calls, to-wit: in a northwesterly direction 15.85 feet to an iron pin; thence in a southwesterly direction 73.48 feet to an iron pin; thence in a southwesterly direction 226.81 feet to an iron pin; thence in a northwesterly direction 55.00 feet to an iron pin; thence northwesterly 86.61 feet to an iron pin; thence northwesterly 137.50 feet to an iron pin; thence northwesterly 65.93 feet to an iron pin; and thence northwesterly 86.52 feet to an iron pin in said margin of said county road, the point of BEGINNING, containing 6.63 acres, more or less.

62

The above conveyance is made subject to certain water rights this day conveyed by deed of first parties to Michael Shanks and wife, Sharlene Shanks, and by deed of first parties to H. L. Pierce, presently to be recorded in the Register's Office of Hawkins County, Tennessee, to which deeds reference is hereby made for terms and details of such water rights and for obligations imposed upon the grantees in said deed regarding such water rights.

Being a portion of the same premises conveyed to first parties, B. L. Fraley and wife, Zella R. Fraley, by deed of J. P. Sensabaugh and wife, Mildred P. Sensabaugh, of date of September 10, 1974, of record in the Register's Office of Hawkins County, Tennessee, in Deed Book 222, page 263, to which deed and to the references therein contained reference is hereby made for source of title.

TO HAVE AND TO HOLD the said premises, with the hereditaments and appurtenances thereto appertaining, unto the said parties of the second part, their heirs and assigns, forever; first parties hereby releasing all claims therein.

And the said parties of the first part, for themselves, and for their heirs, executors, and administrators, do hereby covenant with the said parties of the second part, their heirs and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority, and right to convey the same; that said premises are free from all encumbrances, except 1977 taxes which are prorated between the parties, and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

B L Fraley
Zella R. Fraley [L.S.]

64

STATE OF TENNESSEE]
COUNTY OF HAWKINS]

[Signature]
(Name of Notary Public)

Personally appeared before me, *[Signature]*,
a Notary Public of said County and State, the within named bargainors,
B. L. FRALEY and wife, ZELLA R. FRALEY, with whom I am per-
sonally acquainted, and who acknowledged that they executed the within
instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 28 day of

May, 1977.

[Signature]
Notary Public

My Commission Expires:
6/27/79

Names and address of persons responsible for the payment of taxes:

Eugene Fields & wife
R #1 Church Hill TENN
37642

I, or we, hereby swear or affirm that the actual consideration
for this transfer or value of the property transferred, whichever
is greater is \$ 15700.00, which amount is equal to or greater
than the amount which the property transferred would command at
a fair voluntary sale.

Nancy Fields
Affiant

Subscribed and sworn to before me this the 10 day of JAN 1977

[Signature]
Registrar

RECEIVED FOR RECORD 11th
DAY OF Jan 19 79
AT GALEB. CANONVILLE

KNOW ALL MEN BY THESE PRESENTS: We, the undersigned, for and in consideration of the sum of One (\$1.00) Dollar to us in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, see and convey unto HAWKINS COUNTY, TENNESSEE, as a right-of-way for a public highway, the following described property and premises:

DB 255
2540

SITUATE in District No. _____ and District No. _____ of Hawkins County, Tennessee and being a 50 foot right-of-way over the presently existing Payre Ridge Road and BEGINNING at a point where Carter's Valley Road intersects with Payre Ridge to the _____ and running thence in Northwesterly direction approximately 3 miles, more or less, to its terminus at Oklahoma Road; said 50 foot right-of-way is to measured 25 feet to the center on each side of the presently existing Payre Ridge Road.

The undersigned do hereby expressly waive, release and relinquish and discharge HAWKINS COUNTY, TENNESSEE, its officials, agents and employees from any and all damages which may be done to the remainder of their lands, resulting from the construction and maintenance of the proposed county highway, as above set out, including damages resulting from changes in grade and those resulting from changes in water course, whether the same be presently foreseen or unforeseen.

All fences shall be set back at the sole expense of the landowners. We do hereby covenant that we are lawfully seized of said property, have a right to convey the same and that it is unencumbered.

WITNESS OUR HANDS this 26, day of June, 1979.

Kenneth M. Hamble
William B. Hester
Stevie Katoon
John P. Galloway
Ed Lee Katoon
Jim Christie
Frank M. Pappas
Heart Barrett
R. Steady Trust
Wanda K. Carter
James C. Jones
Allyson D.

Harry Nova *John W. Johnson*
 Eugene F. Fields *Lee Wilson*
 Harry D. Bosley *Ray Field*
 W. G. Williams *W. G. Hankins*
 Paul Snuggs
 Robert Gibbons

STATE OF TENNESSEE
 COUNTY OF HAWKINS

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainors.

RECEIVED FOR RECORD 6th
 DAY OF Dec. 19 79
 AT GALE CARPENTER

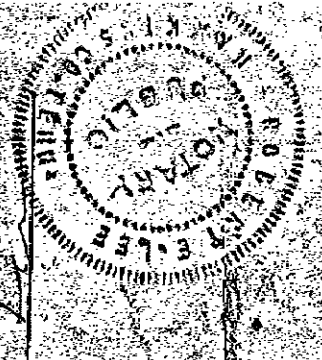
With whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said county this 26 day of

January, 19 79

Linda Awason

Notary Public



My Commission Expires:

1-1-81