RENEWING SAID DRAIN PIPE. THE RAILWAY FURTHER AGREES THAT IT WILL USE EVERY PRECAUTION TO PREVENT DAMAGE TO GRANTOR'S PROPERTY.

AND WE, J.O. POWELL AND WIFE, JESSIE GRIGGS POWELL, DO COVENANT WITH THE NASHVILLE,CHATTANOOGA & ST. LOUIS RAILWAY THAT WE ARE LAWFULLY SEIZED AND POSSESSED OF SAID LAND IN FEE SIMPLE, HAVE A GOOD RIGHT TO CONVEY THE EASEMENT OR RIGHT OFWAY FOR SAID DRAIN PIPE OVER OR UNDER SAME, AND THE SAME IS UNINCUMBERED SAVE FOR TWO PROMISSORY NOTES EACH IN THE AMOUNT OF $500.00, PAYABLE TO THE ORDER OF THE NASHVILLE, CHATTANOOGA & ST LOUIS RAILWAY AND DUE IN ONE AND TWO YEARS RESPECTIVELY FROM JUNE 27,1938.

AND WE J.O. POWELL AND WIFE, JESSIE GRIGGS POWELL, DO FURTHER BIND OURSELVES, OUR HEIRS AND ASSIGNS, TO FOREVER WARRANT AND DEFEND THE TITLE TO SAID EASEMENT OR RIGHT OF WAY TO THE SAID THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY, ITS SUCCESSORS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

WITNESS OUR HANDS THIS 10 DAY OF SEPTEMBER,1938.

J.O. POWELL

MRS. JESSIE GRIGGS POWELL

STATE OF TENNESSEE

COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, W.P. SENSING A NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE ABORESAID, THE WITHIN NAMED J.O. POWELL AND WIFE, JESSIE GRIGGS POWELL, THE BARGAINORS,WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

AND JESSIE GRIGGS POWELL, WIFE OF THE SAID J.O. POWELL, HAVING APPEARED BEFORE ME, PRIVATELY AND APART FROM HER HUSBAND, THE SAID JESSIE GRIGGS POWELL ACKNOWLEDGED THE EXECUTION OF SAID INSTRUMENT TO HAVE BEEN DONE BY HER FREELY, VOLUNTARILY AND UNDERSTANDINGLY, WITHOUT COMPULSION OR CONSTRAINT FROM HER SAID HUSRAND, AND FOR THE BURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE,TENNESSEE, THIS 10TH DAY OF SEPTEMBER,1938.

(SEAL) W.P. SENSING,

COM EXPIRES JAN 5 1941. NOTARY PUBLIC,DAVIDSON CO TENN

REC'D SEPT 13,1938 AT 12:22 P.M.

NUMBER 5756 RECORDED SEPT 16,1938

SPERRY REALTY CO

TO DEED

C.L. HOOTEN, ET UX

FOR AND IN CONSIDERATION OF THE SUM OF SIX HUNDRED FIFTY AND NO/100 ($650.00) DOLLARS CASH IN HAND PAID TO SPERRY REALTY COMPANY BY C.L. HOOTEN AND WIFE, SARA YOUNG HOOTEN RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,THE SAID SPERRY REALTY COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER AND BY

VIRTUE OF THE LAWS OF THE STATE OF TENNESSEE, HAS THIS DAY BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY, UNTO THE SAID C.L. HOOTEN AND WIFE, SARA YOUNG HOOTEN THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE SEVENTH CIVIL DISTRICT OF DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS:

BEING THE SOUTHERLY 98 FEET OF LOT NO.4 IN THE PLAN OF W.M. CANTRELL'S SUBDIVISION, AS OF RECORD IN BOOK 332, PAGE 85, R.O.D.C.,TENNESSEE, SAID PART OF LOT NO.4 FRONTS 98 FEET ON THE WESTERLY SIDE OF STOKES AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES ALONG THE NORTHERLY MARGIN OF OAKLAWN AVENUE,221¼ FEET TO THE EASTERLY MARGIN OF A 15-FOOT ALLEY.

AND BEING A PART OF THE PROPERTY CONVEYED TO SPERRY REALTY COMPANY BY DEED OF MAMIE J. SPERRY, ET AL, DATED FEBRUARY 25,1937, OF RECORD IN BOOK 1021, PAGE 621, R.O.D.C.,TENNESSEE.

THE SAID PARCEL OR TRACT OF LAND IS CONVEYED SUBJECT TO ~~SAID~~ each AND ALL OF THE RESTRICTIONS AND COVENANTS WHICH RUN WITH SAID LAND AND BIND ALL PERSONS WHO MAY OWN, POSSESS, OCCUPY AND USE SAME UNTIL JANUARY 1,1947, SETOUT AND CONTAINED IN INSTRUMENT EXECUTED BY SPERRY REALTY COMPANY, DATED APRIL 2,1937, RECORDED IN BOOK 1021, PAGE 655, R.O.D.C.,TENNESSEE, AS AMENDED BY INSTRUMENT DATED APRIL 12,1938, EXECUTED BY SPERRY REALTY COMPANY, AND OTHERS, AND RECORDED IN BOOK 1040 PAGE 683, R.O.D.C. TENNESSEE. TO WHICH RECORDED INSTRUMENTS SPECIFIC REFERENCE IS HEREBY MADE FOR ALL OF THE RESTRICTIONS, COVENANTS AND PROVISIONS THEREIN CONTAINED, AND SAME ARE MADE A PART HEREOF AS FULLY AND TO THE SAME EXTENT AS IF SAID INSTRUMENTS WERE SET FORTH VERBATIM HEREIN.

FOR THE AFORESAID CONSIDERATION,THE SPERRY REALTY COMPANY ALSO CONVEYS TO THE SAID C.L. HOOTEN AND WIFE, SARA YOUNG HOOTEN AND FUTURE OWNERS OF SAID LOT, THE RIGHT TO MAKE ONE TAP TO, OR SERVICE CONNECTION WITH, THE WATER MAIN LOCATED IN THE STREET OR AVENUE ADJACENT TO SAID LOT, SUBJECT TO ALL OF THE PROVISIONS, STIPULATIONS, WARRANTIES AND COVENANTS CONTAINED IN CONTRACT BETWEEN HILLSBORO WATER COMPANY, INC., AND E.A. WORTHAM, TRUSTEE, ON THE ONE HAND, AND SPERRY REALTY COMPANY, ON THE OTHER HAND,DATED MARCH 26, 1937 OF RECORD IN BOOK 1022, PAGE 178, R.O.D.C.,TENNESSEE, AND THE PURCHASER AGREES TO PAY A MONTHLY PUMPING FEE OF $1.00 PER MONTH, PAYABLE SIX MONTHS IN ADVANCE, IF AND SO LONG AS WATER IS BOOSTERED; TO WHICH RECORDED CONTRACT SPECIFIC REFERENCE IS HEREBY MADE FOR ALL OF THE PROVISIONS, STIPULATIONS, WARRANTIES AND COVENANTS THEREIN CONTAINED, AND SAME ARE MADE A PART HTEREOF AS FULLY AND TO THE SAME EXTENT AS IF SAID CONTRACT WERE SET FORTH VERBATIM HEREIN.

TO HAVE AND TO HOLD THE SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, TO THE SAID C.L. HOOTEN AND WIFE, SARA YOUNG HOOTEN THEIR HEIRS AND ASSIGNS FOREVER.

AND THE SAID SPERRY REALTY COMPANY DOES COVENANT WITH THE SAID C.L. HOOTEN AND WIFE, SARAH YOUNG HOOTEN THAT IT IS LAWFULLY SEIZED AND POSSESSED OF SAID LAND IN FEE SIMPLE, HAS A GOOD RIGHT TO CONVEY IT, AND THAT SAME IS UNENCUMBERED, EXCEPT BY STATE AND COUNTY TAXES FOR THE CURRENT YEAR, WHICH ARE PRO RATED AS OF EVEN DATE HEREWITH, PAYMENT OF WHICH IS ASSUMED