STATE OF TENNESSEE

COUNTY OF SHELBY

BEFORE ME MARY F.NEWMAN A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID PERSONALLY APPEARED LOVELL BAY WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE THE ASS'T REGIONAL MANAGER, OF THE HOME OWNERS' LOAN CORPORATION , A CORPORATE INSTRUMENTALITY OF THE UNITED STATES OF AMERICA THE WITHIN NAMED BARGAIN OR AND THAT HE AS SUCH ASS'T REGIONAL MANAGER BEING AUTHORIZED SO TO DO EXECUTED THE FOREGO ING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS ASS'T REGIONAL MANAGER.

WITNESS MY HAND AND SEAL AT OFFICE IN MEPHIS TENNESSEE THIS 10TH DAY OF DECEMBER 1937.

(SEAL) MARY F.NEWMAN

NOTARY PUBLIC

MY COMMISSION EXPIRES THE 16TH DAY OF JULY 1939

U.S.R.S $2.00

RECEIVED DEC. 14TH,1937 AT 3;42 P.M.

. . . . . .

NUMBER 98547 RECORDED DEC. 15TH,1937

LAURA LEE ROBERTSON

TO DEED

JOE HATCHER ET UX,

FOR AND IN CONSIDERATION OF THE SUM OR SUMS HEREINAFTER MENTIONED AND SET OUT, PAID AND TO BE PAID BY MR. AND MRS. JOE HATCHER (HEREIN AFTER CALLED GRANTEE) AS FOLLOWS: $500.00 CASH ON DELIVERY OF DEED RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

$500.00 ON OR BEFORE OCTOBER 1, 1938

$500.00 ON OR BEFORE OCTOBER 1, 1939

WITH INTEREST ON DEFERRED PAYMENTS AT 5%

AND FOR THE SECURITY OF THE PAYMENT OF SAID DEFERRED PURCHASE PRICE A VENDOR'S LIEN IS HEREBY AND HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREINAFTER CONVEYED; I, LAURA LEA ROBERTSON A WIDOW (HEREINAFTER CALLED GRANTOR) HAVE BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID GRANTEE THE FOLLOWING DESCRIBED TRACT ORPARCEL OF LAND, LYING AND BEING IN THE SEVENTH CIVIL DISTRICT OF THE COUNTY OF DAVIDSON AND STATE OF TENNESSEE TO WIT:

BEGINNING AT THE INTERSECTION OF THE CENTER DINE OF TYNE ROAD AND CENTER OF A ROCK WALL, WHICH IS THE EASTERLY MARGIN OF THE GRANNY WHITE TURNPIKE ROAD, AND RUNNING THENCE SOUTH 3° 13' WEST, WITH THE CENTER LINE OF SAID ROCK WALL, THE EASTERLY MARGIN OF SAID GRANNY WHITE ROAD, 275 FEET, THENCE SOUTH 86° 47' EAST 347.57 FEET, THENCE NORTH 2° 37' EAST 330.55 FEET TO THE CENTER OF TYNE ROAD, THENCE SOUTH 75° 57' WEST WITH THE CENTER OF TYNE ROAD, 12.75 FEET AND THENCE CONTINUING WITH THE CENTER OF TYNE ROAD, CURVING TO THE NORTH ON A

I declare that I am the true and lawful holder of the claim secured by the instrument filed recorded, and hereby acknowledge the satisfaction thereof and discharge of the same in full. This ___ day of ___ 19__

Attest:

RADIUS OF 1146.28 FEET, 337.25 FEET TO THE BEGINNING CONTAINING 2¼ ACRES MORE OR LESS.

TO HAVE AND TO HOLD SAID TRACT OR PARCEL OF LAND WITH THE APPURTENANCES, ESTATE TITLE AND INTEREST THERETO BELONGING TO THE SAID GRANTEE, HIS, HER OR THEIR HEIRS AND ASSIGNS, FOREVER, IN FEE SIMPLE,

THE SAID GRANTOR COVENANTS THAT SHE IS LAWFULLY SEIZED AND POSSESSED OF SAID TRACT OR PARCEL OF LAND HAS A GOOD RIGHT TO CONVEY IT AND THE SAME IS UNENCUMBERED, AND FURTHER COVENANTS AND BINDS HERSELF HER HEIRS AND ASSIGNS, TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID TRACT OR PARCEL OF LAND TO THE SAID GRANTEE HIS HER OR THEIR HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

THE FOLLOWING NINE COVENANTS AND RESTRICTIONS SHALL BE COVENANTS RUNNING WITH THE LAND AND BE BINDING AND OBLIGATORY UPON ALL PURCHASERS, THEREOF THEIR SUCCESSORS AND ASSIGNS, UNTIL JULY 1, 1987 AND BY THE ACCEPTANCE OF THIS DEED AND SUBSEQUENT DEEDS IF ANY, TO SAID PROPERTY ALL PURCHASERS ACCEPT AND AGREE TO BE BOUND BY SAME.

RESTRICTIONS.

SAID COVENANTS AND RESTRICTIONS ARE AS FOLLOWS; TO WIT:

1: THE SAID PROPERTY OR ANY PART THEREOF SHALL NOT BE SOLD TRANSFERRED OR LEASED TO PERSONS OF AFRICAN BLOOD OR DESCENT NOT INCLUDING ORDINARY SERVANTS MAINTAINED ON THE PREMISES.

2: TO INSURE A STANDARD OF IMPROVEMENTS SATISFACTORY TO THE PURCHASERS NO BUILDING DWELLING OUTHOUSE OR OTHER IMPROVEMENTS SHALL BE ERECTED UPON THE PROPERTY WITHOUT THE APPROVAL IN WRITING OF THE GRANTOR OR HIS DULY AUTHORIZED AGENT UPON SUBMISSION OF PROPOSED PLANS AND SPECIFICATIONS AND LOCATION THEREOF. THE GRANTOR SHALL SUBMIT SAME AND WITHOUT EXPENSE TO THE PURCHASER, TO AN ARCHITECT OR ARCHITECTS EXCEPT (A) THE GRANTOR MAY DELEGATE THIS RIGHT TO THREE OR MORE LOT OWNERS IN THIS SUBDIVISION WHO SHALL THEREUPON BE VESTED WITH ALL RIGHTS AND DUTIES OF THE GRANTOR OR (B) NOT LESS THAN 60% OF THE OWNERS OF THE ENTIRE ACREAGE OF THIS SUBDIVISION MAY BE VOTE HELD IN SUCH MANNER AS THEY ELECT DELEGATE AND AGENT OR COMMITTEE TO PERFORM THIS SERVICE AND SUCH AGENT OR COMMITTEE SHALL BE VESTED WITH THE RIGHTS OF THE GRANTOR. A VOTE OF LOT OWNERS SHALL BE SUFFICIENTLY EVIDENCED BY A WRITING SUBSCRIBED BY THEM WHICH MAYBE IN ONE OR MORE COUNTERPARTS.

THE APPOINTMENT OF AN AGENT OR THE ELECTION OF AN AGENT OR COMMITTEE AS HEREIN PROVIDED (AND AN AGENT OR COMMITTEE SELECTED BY THE LOT OWNERS SUPERSEDES THE AGENTS APPOINTED BY THE GRANTOR) SHALL BE EVIDENCED BY AN INSTRUMENT IN WRITING DULY ACKNOWLEDGED AND RECORDED IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

A FAILURE TO EXERCISE THE RIGHT OF APPROVAL IN ANY ONE OR MORE INSTANCES SHALL NOT BE A WAIVER OF THE RIGHT IN ANY ONE INSTANCE.

3: NO BUILDINGS OR OTHER IMPROVEMENTS OF ANY KIND SHALL BE ERECTED, ON SAID LAND TO BE USED OTHERWISE THAN AS A PRIVATE DWELLING HOUSE AND NO SUCH BUILDING SHALL BE USED AS AN APARTMENT BLOCK OF FLATS TENEMENTSHOUSE, HOTEL OR FOR PUBLIC GATHERINGS EXCEPTING OFFICES OR OTHER BUILDINGS NECESSARY OR PROPER FOR GRANTOR TO USE IN DEVELOPING AND