AMOR MARSHALL & BRUCE CO. NASHVILLE

IN BOOK 1149, PAGE 191, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO THE LIENS OF THE TEN NOTES PAYABLE TO THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE, AND DESCRIBED IN SAID DEED OF TRUST EXECUTED BY ALBERT G. MORRIS, AND WIFE TO LOUIS R. LINX, TRUSTEE OF RECORD IN BOOK 1158, PAGE 31, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SO THAT SAID VENDOR'S LIEN NOTES SHALL HEREAFTER BE SECOND LIEN NOTES, SUBORDINATE AND INFERIOR TO THE LIENS SECURING THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE, DESCRIBED IN SAID DEED OF TRUST.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS THE 28TH DAY OF JUNE 1940.

SALLY FELDMAN

AL FELDMAN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID STATE AND COUNTY, AL FELDMAN AND WIFE, SALLY FELDMAN, THE BARGAINORS, 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 NASHVILLE, THIS THE 28 DAY OF JUNE 1940.

(SEAL) JOE W. RIVES,
NOTARY PUBLIC

MY COM. EXPIRES JULY 6, 1943
REC'D JUL 9, 1940 AT 10;43 A.M

NUMBER 41612 RECORDED JULY 16, 1940
THIRD NATIONAL BANK TRS.
TO DEED
H. C. BREARLEY, ET AL.

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF ONE THOUSAND FOUR HUNDRED FIFTY ($1,450.00) DOLLARS CASH IN HAND PAID BY HARRINGTON COOPER BREARLEY AND MARGARET M. BREARLEY, THE GRANTEES HEREIN, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE THIRD NATIONAL BANK IN NASHVILLE, TRUSTEE UNDER THE WILL OF G. A. PURYEAR, SR., BY VIRTUE OF THE POWER AND AUTHORITY VESTED IN THE TRUSTEE UNDER SAID WILL WHICH IS RECORDED IN WILL BOOK 53, PAGE 48 IN THE COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO THE SAID HARRINGTON COOPER BREARLEY AND MARGARET M. BREARLEY, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN THE SEVENTH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

COMMENCING AT A STAKE ON THE WEST MARGIN OF HOODS HILL ROAD 1025 FEET SOUTH OF THE INTERSECTION OF WOODMONT AVENUE AND HOODS HILL ROAD, AND RUNNING THENCE NORTHWARDLY ALONG THE WESTERN MARGIN OF HOODS HILL ROAD 200 FEET TO A STAKE IN THE MARGIN OF SAID ROAD; THENCE WESTWARDLY ALONG THE NORTHERN MARGIN OF THE LAND CONVEYED TO SARA PURYEAR RODES BY G. A. PURYEAR 225 FEET TO A STAKE;

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THENCE SOUTHWARDLY ALONG THE WESTERLY MARGIN OF SAID SARA PURYEAR RODES' LAND 200 FEET TO A STAKE; THENCE EASTWARDLY 225 FEET TO THE BEGINNING.

THIS IS THE SAME PROPERTY THAT WAS CONVEYED TO THE THIRD NATIONAL BANK IN NASHVILLE, TRUSTEE, BY SARA PURYEAR RODES AND HUSBAND, BY DEED RECORDED IN BOOK 1108, PAGE 380, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

AN EASEMENT OVER A STRIP OF LAND FIVE FEET WIDE RUNNING ALONG THE REAR OF THIS PROPERTY IS HEREBY RESERVED FOR TELEPHONE AND LIGHT WIRES AND PIPE LINES.

THE GRANTOR HEREBY CONVEYS TO THE GRANTEES, THEIR HEIRS AND ASSIGNS, THE RIGHT TO MAKE ONE ONE-INCH WATER TAP CONNECTION WITH THE WATER MAIN IN THE ROADWAY IN FRONT OF THE ABOVE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN AN AGREEMENT RECORDED IN BOOK 662, PAGE 807, R.O.D.C., TENN., DATED JULY , 1925, AND SUBJECT TO THE FURTHER RESTRICTIONS THAT ANY DWELLING HOUSE, EXCEPT SERVANTS HOUSE, THAT SHALL BE ERECTED UPON ANY LOT IN SAID PLAN, (NOT INCLUDING GRADING, SEPTIC TANKS AND LANDSCAPING, BUT INCLUDING GARAGE AND HEATING UNITS), WHEN COMPLETED, SHALL NOT COST LESS THAN $7,500.00; AND NO BUILDING ON ANY LOT SHALL BE USED AS A RESIDENCE (EXCEPT FOR SERVANTS) EVEN TEMPORARILY, UNLESS SUCH BUILDING BE A DWELLING HOUSE AS REQUIRED BY THIS PARAGRAPH.

AS THIS PROPERTY IS ADJOINING THE "WOODMONT ESTATES" PROPERTY, A PLAT OF WHICH LAND IS RECORDED IN BOOK 974, PAGE 29, R.O.D.C., TENNESSEE, OWNED BY THE GRANTOR, THIS CONVEYANCE IS MADE SUBJECT TO THE ARCHITECTURAL RESTRICTIONS NOW OUTSTANDING UPON THE "WOODMONT ESTATES" PROPERTY AS SET OUT IN THE DECLARATION OF RESTRICTIONS RECORDED IN BOOK 1049, PAGE 28, R.O.D.C., TENN., WHICH ARCHITECTURAL RESTRICTIONS ARE SET OUT IN SAID DECLARATION OF RESTRICTIONS AS PARAGRAPHS 1,2, 3, 5,6,7,8,9,10,11,12,13, AND 14. THESE RESTRICTION ARE PLACED HEREON FOR THE BENEFIT OF THE GRANTOR AND OWNERS OF THE PROPERTY SITUATED IN SAID "WOODMONT ESTATES".

TO HAVE AND TO HOLD THE SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, TO THE SAID HARRINGTON COOPER BREARLEY AND MARGARET M. BREARLEY, THEIR HEIRS AND ASSIGNS, FOREVER. AND WE DO COVENANT WITH THE SAID HARRINGTON COOPER BREARLEY AND MARGARET M. BREARLEY THAT WE ARE LAWFULLY SEIZED AND POSSESSED OF SAID LAND IN FEE SIMPLE, HAVE A GOOD RIGHT TO CONVEY IT, AND THE SAME IS UNINCUMBERED.

AND WE DO FURTHER COMENANT AND BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS, TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID LAND TO THE SAID HARRINGTON COOPER BREARLEY AND MARGARET M. BREARLEY, THEIR HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

AND WE, G. A. PURYEAR, JR. AND WILLIAM PURYEAR, HEREBY JOIN IN THIS