V E.B.

Book No. 1217

For and in consideration of the sum of $10.00 TEN AND NO/100 ********** DOLLARS CASH IN HAND PAID AND OTHER GOOD AND VALUABLE CONSIDERATIONS THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.

THE ROYAL OAK LAND COMPANY HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO THE SAID THOMAS B.HOUSER AND WIFE MAMIE S.HOUSER THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

LAND IN DAVIDSON COUNTY,TENNESSEE, BEING PARTS OF LOTS NOS. 3 AND 4 OF BLOCK 6 ON THE PLAN OF A RE-SUBDIVISION OF PART OF ROYAL OAKS SUBDIVISION, AS OF RECORD IN BOOK 974, PAGES 4 AND 5, REGISTERS OFFICE FOR SAID COUNTY DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE FEB. 27, 1946 BY JOHN M.SULLIVAN, COUNTY SURVEYOR, AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY MARGIN OF WEST VIEW AVENUE, 125 FEET NORTH OF THE NORTH MARGIN OF GLEN EDEN DRIVE; THENCE WESTERLY 243 FEET TO A POINT WHICH IS 48 FEET NORTH OF THE NORTH MARGIN OF GLEN EDEN DRIVE; THENCE NORTHERLY 100 FEET TO A POINT; THENCE EASTERLY 239 FEET 1 INCH TO THE WEST MARGIN OF WEST VIEW AVENUE; THENCE WITH THE MARGIN OF THE SAME SOUTHERLY 125 FEET TO THE BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO ROYAL OAKS LAND COMPANY BY DEED FROM S. LIBBERMAN, ET AL, TRUSTEE, OF RECORD IN BOOK 467, PAGE 610 SAID REGISTERS OFFICE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said THOMAS B.HOUSER AND WIFE, MAMIE S.HOUSER, THEIR, heirs and assigns, forever, and ROYAL OAK LAND COMPANY do covenant with the said THOMAS B.HOUSER AND WIFE, MAMIE S.HOUSER that THEY ARE lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered

And THE SAID ROYAL OAK LAND COMPANY do further covenant and bind THEMSELVES, THEIR heirs and representatives, to warrant and forever defend the title to said land to the said THOMAS B.HOUSER AND WIFE MAMIE S.HOUSER, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS MY HAND THIS 23RD DAY OF APRIL, 1946.

(SEAL) ROYAL OAKS LAND CO.

STANLEY L.RICH, PRES.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, FOSTER JONES, a Notary Public within and for the State and County aforesaid, personally appeared STANLEY L.RICH and, with whom I am personally acquainted and who upon {his oath / their several oaths} acknowledged {himself / themselves} to be the PRESIDENT and respectively of the ROYAL OAK LAND COMPANY the within named bargainor, a corporation, and that {he / they} as such PRESIDENT and, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said STANLEY L.RICH as such PRESIDENT and attesting the same by the said CORPORATE SEAL as such CORPORATION AND ITS PRESIDENT.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 23RD day of APRIL, 1946.

My commission expires OCTOBER 11TH, 1948. (Seal) FOSTER JONES, Notary Public.

U.S.R.S. $1.65.

RECD APRIL 23, 1946 AT 1:40 P M

V E.B.

Book No. 1217

For and in consideration of the sum of TWO HUNDRED EIGHTY FIVE ($285.00) DOLLARS CASH IN HAND PAID BY BERLYE WALDEN TO HOMELAND, INC., A TENNESSEE CORPORATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, HOMELAND, INC., HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID BERLYE WALDEN, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BEING LOTS 37 AND 38 OF BLOCK A OF YOWELL SUBDIVISION, A MAP OF WHICH IS RECORDED IN BOOK 974, PAGE 61 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN WESTERLY MARGIN OF HILLCREST DRIVE AT A POINT WHICH IS THE SOUTHEAST CORNER OF LOT 36 OF SAID BLOCK A OF SAID SUBDIVISION, AND RUNNING SOUTHERLY WITH SAID WESTERLY MARGIN OF HILLCREST DRIVE A DISTANCE OF FIFTY FEET, AND THENCE WESTERLY A DISTANCE OF 234 FEET MORE OR LESS TO A DEADLINE (THE WESTERLY BOUNDARY OF YOWELL SUBDIVISION) AND THENCE NORTHWESTWARDLY WITH SAID WESTERLY BOUNDARY A DISTANCE OF FIFTY ONE FEET SIX INCHES, MORE OR LESS, TO A POINT (THE SOUTHWESTERLY CORNER OF LOT NO.36) AND THENCE EASTWARDLY 256 FEET, MORE OR LESS, TO THE BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO HOMELAND, INC., BY DEED FROM W.RAYMOND DENNEY, TRUSTEE, DATED SEPT. 19, 1940, AS OF RECORD IN BOOK 1174, PAGE 178 R.O.D.C., TENN.

THIS PROPERTY IS SOLD AND CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS AND CONDITIONS, TO-WIT:-

(A) NO PART OF SAID LOT OR LOTS OR ANY INTEREST THEREN SHALL BE GIVEN, LOANED, RENTED, LEASED, ENCUMBERED, DEVISED OR CONVEYED TO ANY PERSON EITHER OF NEGRO BLOOD OR NOT OF THE WHITE RACE, BUT THIS CONDITION SHALL NOT PREVENT THE HOUSING OF SERVANTS ACTUALLY EMPLOYED ON THE PREMISES IN SUITABLE QUARTERS.

(B) NO DWELLING HOUSE SHALL BE CONSTRUCTED ON THE FRONT BUILDING LINE OF SAID PROPERTY AT A COST OF LESS THAN $2,000.00. NO RESIDENCE INCLUDING ITS PORCHES OR OTHER PROJECTIONS, SHALL BE ERECTED ON SAID LOT, OR LOTS, NEARER THAN FIFTY FEET FROM THE FRONT PROPERTY LINE. ALL RESIDENCES SHALL FRONT ON THE STREET ON WHICH SAID LOT FRONTS. NO BUILDING SHALL BE LOCATED NEARER THAN 5 FEET TO ANY SIDE LOT LINE, EXCEPT THAT SIDE LINE RESTRICTIONS SHALL NOT APPLY TO A DETACHED GARAGE OR OTHER OUTBUILDINGS LOCATED 150 FEET OR MORE FROM FRONT LOT LINE.

THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON, AND SHALL BE OBSERVED BY THE SAID GRANTEES AND HEIRS, DEVISES, OR ASSIGNS, UNTIL THE 1ST DAY OF JANUARY 1962. AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY OF SAID STIPULATIONS, COVENANTS AND CONDITIONS ATTACH TO AND RUN WITH THE LAND AND SHALL BE BINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS, WHO NOW, OR THEREAFTER OWN, POSSESS, OCCUPY AND USE SAID PREMISES OR ANY PART THEREOF, OR ANY BUILDING OR STRUCTURE THEREON, UNDER ANY TENURE WHATSOEVER.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said BERLYE WALDEN, HIS, heirs and assigns, forever, and HOMELAND, INC., DOES do covenant with the said BERLYE WALDEN that IT IS lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered, EXCEPT BY TAXES FOR THE YEAR 1946 WHICH PURCHASER ASSUMES AND AGREES TO PAY.

And HOMELAND, INC., DOES do further covenant and bind ITSELF, ITS SUCCESSORS AND ASSIGNS, to warrant and forever defend the title to said land to the said BERLYE WALDEN, HIS, heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS OUR HANDS THIS 1ST DAY OF APRIL, 1946.
THIS CORPORATION HAS NO SEAL.

HOMELAND, INC.,
BY W.L.HAILEY,
PRESIDENT

ATTEST.
W.H.PARRISH,JR.,
SECRETARY

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, P.G.WRIGHT, a Notary Public within and for the State and County aforesaid, personally appeared W.L.HAILEY and W.H.PARRISH,JR., with whom I am personally acquainted and who upon {his oath / their several oaths} acknowledged {himself / themselves} to be the PRESIDENT and SECRETARY respectively of the HOMELAND, INC., the within named bargainor, a corporation, and that {he / they} as such PRESIDENT and SECRETARY, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said W.L.HAILEY as such PRESIDENT and attesting the same by the said W.H.PARRISH,JR. as such SECRETARY.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 1ST day of APRIL, 1946.

My commission expires 6-6-48. (Seal) P.G.WRIGHT, Notary Public.

U.S.R.S. $0.55

RECD APRIL 20, 1946 AT 11:16 A.M.