628 NUMBER 73692 RECORDED OCT 9, 1946

ROYAL OAKS LAND CO TO JOSEPH A MCCULLOCH ET UX

Book No. 1217

For and in consideration of the sum of $1,904.00, ONE THOUSAND NINE HUNDRED FOUR AND NO/100 DOLLARS Cash in hand paid by Joseph A. McCulloch and wife, Evelyn H. McCulloch, receipt of which is hereby acknowledged, Royal Oak Land Company, a Tennessee corporation, has bargained and sold, and by these presents does transfer and convey unto the said Joseph A. McCulloch and wife, Evelyn H. McCulloch, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit: Being the southerly 238 feet front and 102 feet rear of Lot No. 110 on the Map of Royal Oaks Land Company's Subdivision of the Baker Tract, as of record in Book 421, pages 102 and 103, Register's Office for said County, and also shown on the plan of a Re-Subdivision of Part of Royal Oaks Subdivision, of record in Book 974, pages 4 and 5, said Register's Office. Said part of said lot fronts 238 feet on the westerly side of Lynwood Boulevard and runs back between lines *(see star below) to the east line of Lot No. 78-B, on which it measures 102 feet. Being part of the property conveyed to Royal Oaks Land Company by deed from S. Lieberman, et al, Trustees, of record in Book 467, page 610, said Register's Office. The above described property is conveyed subject to the following restrictive covenants: 1. That no bill board, shop, store, factory, business house, hospital, asylum or institution of like or kindred nature and no charitable institution shall be erected or maintained on the premises herein conveyed but the said premises shall be occupied and used for residence purposes only and not otherwise; and 2. That no residence or dwelling house shall be erected or kept on said land costing less than $7,500.00 under reasonable estimate; and 3. That no residence or dwelling house or other structure shall be erected on said land wholly or partly within 70 feet of the front line of the Street or Avenue on which said land fronts; and 4. That no privy shall be built on said land except it be located in som building which will conceal its identity, and all outbuildings on corner lots shall be built on the inside and back lines of the said property; and 5. That no residence shall be built on lots fronting less than 100 feet and such residence must face the street on which the lot fronts with the exception of corner lots in which case the residence may face the side street; except Lot No. 7 which is restricted to one residence; and 6. That no swine shall be kept on said premises and no nuisance of any kind shall be maintained or allowed thereon nor any use thereof made or permitted which shall be obnixious to health; and 7. That neither said land nor any part thereof shall be sold, aliened, conveyed or devised to any person or persons of African blood or descent and that no person of African blood or descent shall own or acquire title thereto either in fee or otherwise or as tenants or lessees; but this covenant does not preclude or prohibit persons of African blood or descent from living on said land in the capacity of servants; and 8. That the owner of the aforesaid lot has the right within three years from this date to purchase for $100.00 each from the Royal Oaks Land Company a tap on its water lines for each 100 feet of frontage of the land herein conveyed, and further, the purchaser of such tap or taps, his or her heirs or assigns, shall pay a pumping charge of $1.00 per month on each tap to the Hillsboro Water Company, its successors or assigns, in accodance with a contract entered into by and between the J.L. Webb Pipe Line Company and the Royal Oaks Land Company, dated July 22, 1933, and registered in Book 924, page 24 of the Register's Office for Davidson County, Tennessee, to which reference is made. After said period of three years, the Royal Oaks Land Company obligates itself to sell a tap to the owner of said lot at such price as they agree upon; and 9. The foregoing eight stipulations, covenants and conditions shall attach to and run with the land and shall be binding and obligatory upon all and every person or persons who may now or hereafter own, possess, occupy or use the said premises or any part thereof or any building or structure thereon under any tenure whatsoever for the period of 30 years from the date hereof.

*304 feet more or less on the north line and 346 feet on the southerly line,

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Joseph A. McCulloch and wife, Evelyn H. McCulloch, their, heirs and assigns, forever, and Royal Oaks Land Co., a Tennessee corporation, does covenant with the said Joseph A. McCulloch and wife, Evelyn H. McCulloch, that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unincumbered

And Royal Oaks Land Company, a Tennessee corporation does further covenant and bind itself ~~heirs~~ and representatives, to warrant and forever defend the title to said land to the said Joseph A. McCulloch and wife, Evelyn H. McCulloch, their, heirs and assigns, against the lawful claims of all persons whomsoever.

This 25th day of September, 1946

(SEAL) ROYAL OAKS LAND CO
By A.M. Loveman, Vice President

Attest: Rose B. Martin, Secretary

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, Frank R. Fitzpatrick, a Notary Public within and for the State and County aforesaid, personally appeared A.M. Loveman and Rose B. Martin, with whom I am personally acquainted and who upon {~~his oath~~ their several oaths} acknowledged {~~himself~~ themselves} to be the Vice President and Secretary respectively of the Royal Oaks Land Company the within named bargainor, a corporation, and that {~~he~~ they} as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said A.M. Loveman as such Vice President and attesting the same by the said Rose B. Martin as such Secretary.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 27th day of September, 1946.

My commission expires July 6, 1950 (Seal) Frank R. Fitzpatrick Notary Public.

USRS $2.20
Received Oct. 8, 1946 at 10:16 A.M. NS

NUMBER 73750 RECORDED OCT 9, 1946 WAKEFIELD REALTY CO INC TO JAMES HENRY BEAZLEY ET UX 629

Book No. 1217

For and in consideration of the sum of TWENTY-ONE HUNDRED AND NO/100 ($2100.00) ----DOLLARS CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WAKEFIELD REALTY COMPANY, INC. HAS BARGAINED AND SOLD AND HEREBY TRANSFERS AND CONVEYS UNTO JAMES HENRY BEAZLEY AND WIFE, DOROTHY A. BEAZLEY, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, BEING LOTS NOS. 9 AND 10 IN BLOCK "G" AS SHOWN ON THE 2ND REVISED PLAN OF HIGHLANDS OF BELLE MEADE NO. 2 AS OF RECORD IN BOOK 1130 PAGE 72, REGISTER'S OFFICE FOR SAID COUNTY TO WHICH REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION, AND BEING PART OF THE SAME PROPERTY CONVEYED TO WAKEFIELD REALTY COMPANY, INC. BY DEED FROM M.L. MCMAKIN, TRUSTEE, DATED APRIL 26, 1946, WHICH HAS BEEN FILED FOR RECORD IN SAID REGISTER'S OFFICE.

SAID LAND IS CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS SET OUT IN AN INSTRUMENT DATED APRIL 30, 1946, AND WHICH HAS BEEN FILED FOR RECORD IN SAID REGISTER'S OFFICE, AND WHICH IS MA DE A PART HEREOF AS FULLY AND TO THE SAME EXTENT AS IF IT WERE COPIED 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 VENDEES, THEIR, heirs and assigns, forever, and WAKEFIELD REALTY COMPANY, INC DOES XXXX covenant with the said VENEES that IT IS lawfully seized and possessed of said land in fee simple, HAS a good right to convey it, and the same is unincumbered

And WAKEFIELD REALTY COMPANY, INC DOES CCCC further covenant and bind ITSELF, ITS SUCCESSORS AND REPRESENTATIVES ~~heirs and representatives~~, to warrant and forever defend the title to said land to the said VENDEES, THEIR, heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF SAID WAKEFIELD REALTY COMPANY, INC HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS DULY AUTHORIZED OFFICERS ON THIS THE 7TH DAY OF MAY, 1946.

ATTEST: W.D. SELBY, SECRETARY TREASURER

(SEAL) WAKEFIELD REALTY COMPANY, INC
BY M.L. MCMAKIN, VICE PRESIDENT

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, FLOYD H. ADAMS, a Notary Public within and for the State and County aforesaid, personally appeared M.L. MCMAKIN and W.D. SELBY, with whom I am personally acquainted and who upon {~~his oath~~ their several oaths} acknowledged {~~himself~~ themselves} to be the VICE PRESIDENT and SECRETARY TREASURER respectively of the WAKEFIELD REALTY COMPANY, INC the within named bargainor, a corporation, and that {~~he~~ they} as such VICE PRESIDENT and SECRETARY TREASURER, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said M.L. MCMAKIN as such VICE PRESIDENT and attesting the same by the said W.D. SELBY as such SECRETARY TREASURER.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 7TH day of MAY, 1946.

My commission expires AUG 11 1946 (Seal) FLOYD H. ADAMS Notary Public.

U.S.R.S. $2.75
REC'D OCT ., 1946 AT 2:50 P.M. CM