DAVIDSON COUNTY WARRANTY DEED

Book No. 1334

90292 MARSHALL & BRUCE-NASHVILLE

"BEING LOT NO. 64 OF BLOCK NO. 3 OF HEFFERNAN PLACE, AS OF RECORD IN BOOK NO. 161, PAGE NO. 138 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

"SAID LOT NO. 64 FRONTS FIFTY FEET ON THE NORTH SIDE OF ALAMEDA STREET AND EXTENDS BACK NORTHWARDLY BETWEEN PARALLEL LINES AND WITH THE WEST MARGIN OF THERESA AVENUE 140 FEET TO AN ALLEY 15 FEET WIDE AND BEING THE SAME PROPERTY CONVEYED TO ED MRZENA BY DEED OF RECORD IN BOOK NO. 644, PAGE NO. 46, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE."

SUBJECT TO THE VENDOR'S LIEN RETAINED TO SECURE THE PAYMENT OF THEPURCHASE MONEY NOTES, AND SUBJECT ALSO TO THE BECOMING FINAL OF THE DECREE CONFIRMING THE SALE, TO HAVE AND TO HOLD SAID REAL ESTATE, WITH ALL THE HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING, TO THE SAID G. T. RHODES, AND TO HIS HEIRS AND ASSIGNS, FOREVER, SUBJECT HOWEVER, TO THE VENDOR'S LIEN RETAINED TO SECURE THE PAYMENT OF THE PURCHASE MONEY NOTES, AND ALSO SUBJECT TO THE BECOMING FINAL OF THE DECREE CONFIRMING THE SALE ENTERED APRIL 8, 1946, WITHOUT CHANGE OR MODIFICATION.

IN WITNESS WHEREOF, THE SAID J. C. DALE, JR., CLERK AND MASTER AS AFORESAID, HEREUNTO SETS HIS HAND THE DATE FIRST ABOVE WRITTEN.

J. C. DALE, JR.
CLERK AND MASTER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, LEANDER S. CATO, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, THE WITHIN NAMED J. C. DALE, JR. CLERK AND MASTER, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT, FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND SEAL, THIS THE 16TH DAY OF APRIL, 1946.

(SEAL) LEANDER A. CATO
NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 3, 1950.

U. S. R. S. $2.75

RECEIVED APRIL 17, 1946 AT 10:58 A.M. ER

NUMBER 55711 RECORDED APRIL 20, 1946

LAURA LEA ROBERTSON TO W. B. OVERTON, ET UX

FOR AND IN CONSIDERATION OF THE SUM OR SUMS HEREINAFTER MENTIONED AND SET OUT, PAID AND TO BE PAID BY W. B. OVERTON AND WIFE MARVEL BASS OVERTON (HEREINAFTER CALLED GRANTEE, AS FOLLOWS:

FOUR THOUSAND FIVE HUNDRED AND NO/100 (4500.00) DOLLARS, CASH PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND AS FURTHER CONSIDERATION OF THE GRANT AND CONVEYANCE OF THE WITHIN DESCRIBED PROPERTY, GRANTEES, FOR THESELVES AND THEIR HEIRS AND ASSIGNS, COVENANT AND AGREE THAT DURING LIFE OF GRANTOR, AND FOR A PERIOD OF FIFTEEN (15) YEARS THEREAFTER, THAT NO PART OF SAID PROPERTY SHALL BE SOLD, CONVEYED OR TRANSFERRED TO ANOTHER WITHOUT THE WRITTEN CONSENT OF THE GRANTOR BE FIRST OBTAINED, UNLESS AND EXCEPT GRANTEE FIRST OFFER SAID PROPERTY TO GRANTOR, AND AFTER HER DEATH TO HER HEIRS AND ASSIGNS, AT THE SAME PRICE AND ON THE SAME TERMS AS OFFERED TO PROPOSED PURCHASER, AND IN THE EVENT SUCH OFFER IS REFUSED, THEN GRANTEES MAY CONVEY SUCH PROPERTY ON TERMS NOT LESS FAVORABLE THAN THOSE

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

DAVIDSON COUNTY WARRANTY DEED

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OFFERED GRANTOR, HER HEIRS AND ASSIGNS.

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 OR PARCEL OF LAND, LYING AND BEING IN THE SEVENTH CIVIL DISTRICT OF THE COUNTY OF DAVIDSON AND STATE OF TENNESSEE, TO-WIT:

BEING LOT NO. 9 OF BLOCK "B" ON THE MAP OF LEALAND MANOR REVISED PLAN, DESCRIBED ACCORDING TO A SURVEY MADE BY LEWIS D. JUSTICE, SURVEYOR, OCTOBER 10, 1945, AS FOLLOWS; BEGINNING ON THE WESTERLY MARGIN OF SEWANEE ROAD AT THE COMMON CORNER OF LOTS NOS. 8 AND 9; THENCE WITH THE LINE BETWEEN LOTS NOS. 8 AND 9, WESTWARDLY 616 FEET TO THE EASTERLY MARGIN OF LOT NO. 11; THENCE WITH THE EASTERLY MARGIN OF SAID LOT, SOUTHWARDLY 220 FEET TO THE COMMON CORNER OF LOTS NOS. 9 AND 10; THENCE WITH THE LINEBETWEEN SAID TWO LOTS EASTWARDLY 587.5 FEET TO THE WESTERLY MARGIN OF SEWANEE RAOD; THENCE WITH THE WESTERLY MARGIN OF SAID ROAD, NORTHWARDLY 250 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY DEVISED TO LAURA LEA ROBERTSON BY WILL OF MRS. ELLA LEA, DECEASED, OF RECORD IN WILL BOOK 52, PAGE 1, COUNTY COURT FOR SAID COUNTY.

TAXES FOR THEYEAR 1946 TO BE ASSUMED BY THE GRANTEES.

A TEN FOOT EASEMENT IS RETAINED ALONG THE WESTERLY MARGIN OF THE ABOVE DESCRIBED PROPERTY FOR THE SOLE PURPOSE OF A BRIDLE PATH.

GRANTEES AGREE THAT IN ORDER TO MAINTAIN A HIGH STANDARD OF RESIDENTIAL BEAUTY AT LEALAND, THEY WILL INSTALL A STOKER OR SOME OTHER SMOKE SAVING DEVICE, WILL ALLOW THEIR PLANS FOR CONSTRUCTION OF THEIR HOUSE TO BE REVIEWED BY LEALAND'S BOARD OF ARCHITECTS AND WILL CAREFULLY READ AND ABIDE BY ALL OF LEALAND'S RESTRICTIONS.

THE GRANTOR AGREES TO FURNISH ONE THREE-QUARTER INCH WATER TAP FOR THE ABOVE DESCRIBED PROPERTY WITHOUT ADDITIONAL CHARGE.

(SEE * ABOVE)

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 TEN 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, 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 PROPERTYOR 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 PURCHASERS, NO BUILDING, DWELLING, OUTHOUSE OR OTHER IMPROVEMENT 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 THE 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 BY VOTE, HELD INSUCH MANNERAS THEY ELECT, DELEGATE AN AGENT OR