NUMBER 76596 RECORDED NOV 9, 1946

ROYAL OAKS LAND CO TO JEAN SCHWARTZ WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One Thousand Eight Hundred Thirty-Six ($1,836.00) Dollars, cash in hand paid by Jean Schwartz, the receipt of which is hereby acknowledged, the undersigned, Royal Oaks Land Company, a Tennessee corporation, has bargained and sold and by these presents does transfer and convey unto the said Jean Schwartz, their heirs and assigns, a certain parcel of land in Davidson County, Tennessee, described as follows:

Being Lots Nos. 2 and 3 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 described according to a copy of a survey thereof dated September 19, 1946, by Z. J. Wilkinson, Surveyor, as follows: Beginning at a point in the northerly margin of First Street, at the corner of Lots Nos. 1 and 2, which point is 200 feet south 57 degrees 30' east from the intersection of First Street and Lynwood Boulevard; thence with the line between Lots Nos. 1 and 2, north 32 degrees 30' east 200 feet to an iron pin which is south 57 degrees 30' east 322.5 feet from the margin of Lynwood Boulevard; thence south 57 degrees 30' east 400 feet to an iron pin at the corner of Lots Nos. 3 and 4; thence with the line between said lots, south 32 degrees 30' west 200 feet to the northerly margin of First Street; thence with the margin of the same north 57 degrees 30' west 400 feet to the point of beginning.

Being part of the property conveyed to Royal Oaks Land Company by deed from S. Lieberman, et al, Trustees, of record in Book 407, page 610, said Register's Office.

TO HAVE AND TO HOLD said parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Jean Schwartz, their heirs and assigns, forever.

And the said Royal Oaks Land Company does covenant with the said Jean Schwartz, that it is lawfully seized and possessed of said land in fee simple, and that the same is unencumbered.

And the said Royal Oaks Land Company does further covenant and bind itself, its successors and representatives to warrant and forever defend the title to the said land to the said Jean Schwartz, their heirs and assigns, against the lawful claims of all persons whomsoever.

It is agreed and understood between the parties hereto that this conveyance is made subject to the following restrictions:

1. No nuisance will be maintained or allowed to be maintained by the grantee on the said property.

2. No swine will be allowed to be kept on said property.

3. Said property is to be used for residential purposes only and no residence or other building shall be erected or kept wholly or partly within 70 feet of the front line of the dedicated street on which the lot fronts as shown on the recorded plat and no residence will be erected on the said property at a cost of less than $7,500.00 with the exception of Lot 5, Block 8, which shall be $10,000.00.

4. Neither the property herein conveyed or any part thereof shall be conveyed to persons of African blood or descent and no person of African blood or descent shall be permitted to own or occupy the premises except in the capacity of servants.

5. All outbuildings on corner lots shall be built on the inside and back lines of the said property.

6. Not more than one residence shall be built on each lot and all residences must face

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the street on which the lot fronts; with the exception of the corner lots, in which case houses may face the side street, provided the rear entrance of such houses faces the rear of the lot on which such houses are built.

7. No signs of any nature shall be erected on any lot in said property.

The foregoing restrictions shall be covenants running with the said land and binding upon the grantees herein, their heirs or assigns, for a period of thirty years from the date of this deed, conveyed provided the said grantees will whenever they are connected to a main that conveys water coming from the Belle Meade Company's reservoir on High Pasture Hill pay a pumping charge to the Belle Meade Company of not more than 75¢ per month, being the same charge within this limit that is charged the users of water in the Belle Meade Company's Subdivision until such time as the City of Nashville shall take charge of said pumping when said pumping charge shall cease and terminate.

The foregoing restrictions, conditions and obligations, imposed herein are hereby expressly agreed to be covenants running with the land above described and shall be binding on the conveyee or conveyees under this deed, their heirs and assigns, and the said land above described is onerated with all of the said terms, conditions and obligations relating to this water right.

Any unpaid taxes are prorated as of the date hereof.

IN WITNESS WHEREOF Royal Oaks Land Company has caused this instrument to be executed by its Vice-President, and attested by its Secretary, on this October 16, 1946.

(SEAL) ROYAL OAKS LAND COMPANY

By: A. M. Loveman
Vice-President

Attest:

Rose B. Martin

Secretary

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Anice Gray, a Notary Public within and for the State and County aforesaid, personally appeared A. M. Loveman and Mrs. Rose B. Martin, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Vice-President and Secretary, respectively, of Royal Oaks Land Company, a corporation, the within named bargainor, and that the said A.M. Loveman, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Vice-President, and the same being attested by the said Mrs. Rose B. Martin, as Secretary.

WITNESS my hand and seal at office at Nashville, Tennessee, this 16 day of October, 1946.

(Seal) Anice Gray
Notary Public

My Commission Expires:
4-4-48

USRS $2.20

Received Nov. 8, 1946 at 1:41 P.M. NS

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