WARRANTY DEED

FROM John H. Noel, Jr., & Third National Bank in Nashville, Trustees under the Will of Oscar Fitzallen Noel, Deceased.

TO Thomas James Sterritt, Sr., and wife, Frances K. Sterritt.

North one-half of Lot No. 144, North Part of Noel's Subdivision of Watkins Grove.

Filed for record this _____ *day of* _____ *A. D. 19*___, *at* ___ *o'clock* ___ *minutes* ___ *M.*

State of _____

DOCUMENTARY 1 UNITED STATES INTERNAL REVENUE

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 14 day of MAR A. D. 1947 at 10:27 o'clock A. M.
Noted in Book 1466 Page 302
Recording Fee .25
By

FOR AND IN CONSIDERATION *of the sum of* EIGHT-HUNDRED AND NO/100 - - - - - - - - *DOLLARS,* ($800.00) cash in hand paid to us by Thomas James Sterritt, Sr., and wife Frances K. Sterritt, the receipt of which is hereby acknowledged, ~~I~~ Third Nat'l. Bank in Nashville, ~~we~~ Jr. *and John H. Noel, as Trustees under the will of Oscar Fitzallen Noel, as of record in Will Book No. 38, page 397, of the Clerk of the County Court of Davidson County, Tennessee, and under and by virtue of the appointment of said* ~~Grace Boddie~~ Bank ~~Noel~~ *as Trustee thereunder by order entered in the Clerk's Office of the County Court of Davidson County, in Minute Book* ~~XX~~ 109 *page* ~~XXX~~ 213, *and under and by virtue of the appointment of said John H. Noel as Trustee thereunder by an order entered in the Clerk's office of said Davidson County Court in Minute Book* ~~XX~~ 93, *page* ~~XXX~~ 188 *have bargained and sold, and do hereby transfer and convey unto said* Thomas James Sterritt, Sr., and wife Frances K. Sterritt, *the following described tract or parcel of land* in the 7th, formerly the IIth Civil District of Davidson County, Tennessee. *more particularly described as follows:*

Being the North one-half of Lot No. 144 on the Map of the North Part of Noel's Subdivision of Watkins Grove, of record in Book 547, page I56, Register's Office for said County.

Said part of said lot fronts I00 feet on the easterly side of Hopkins Street and runs back between parallel lines 200 feet to a dead line.

TO HAVE AND TO HOLD *said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said* Thomas James Sterritt, Sr., and wife Frances K. Sterritt, *their heirs and assigns, forever in fee simple, subject, however, to the following agreements and covenants, which are hereby made a part of the consideration and terms of this conveyance, to wit:*

(1) *No shop, store, factory, saloon, apartment house or business house shall be erected or maintained on the premises herein conveyed, but said premises shall be occupied and used for residence purposes only.*

(2) *No residence, dwelling house, garage or other outhouses shall be built on said land partly or wholly within* 60 feet of Hopkins Street, nor within 5 feet of either of the side lines bounding the property herein conveyed.

(3) *Nor shall the premises herein conveyed be sold or devised to any person or persons of African blood or descent and no person or persons of African blood or descent shall own or acquire title thereto either in fee or otherwise, or as tenants or lessees, but this conveyance does not preclude nor prohibit persons of African blood or descent from living on said premises in the capacity of servants.*

(4) *That no residence or dwelling house shall be erected on said* ~~lots, costing less than~~ property containing less than II50 square feet of floor space.

(5) *It is further understood and agreed and is a part of the consideration of this conveyance that any septic tank or tanks placed on said premises shall be built according to the plans and specifications of the* ~~City of Nashville~~ County of Davidson, *governing such tanks within its corporate limits.*

(6) *No garage or other outbuilding shall be erected on said lots for use as a temporary dwelling.*

(7) *Said foregoing stipulations and conditions shall be binding and shall be observed by the grantee, his*