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For and in consideration of the sum of $ $500.00

FIVE HUNDRED AND NO/100- DOLLARS

cash in hand paid, the receipt of which is hereby acknowledged, Homeland, Inc., a Corporation, organized and existing under the laws of the State of Tennessee,

has ~~have~~ bargained and sold, and by these presents do transfer and convey unto the said Odell Carney and wife Myrtle Carney

their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit: Being Lot No. 23 of Block DD, on the Revised Map of Fairview Subdivision, of record in Book 1130, page 54, Register's Office of Davidson County, Tennessee. and further described as follows: Beginning at a point in the northerly margin of Fairview Drive, which point is the common corner of Lots 23 and 24 of Block DD of said subdivision, and running in a northerly direction a distance of 246.5 feet to a deadline, thence in an easterly direction a distance of 100.27 feet to a point, thence in a southerly direction a distance of 253.9 feet to the northerly margin of Fairview Drive, and thence westwardly a distance of 100 feet with the said northerly margin of Fairview Drive, to the point of beginning.

Being part of the property conveyed to Homeland, Inc., by deed from W. Raymond Denney, Trustee, of record in Book 1255, page 453 R.O.D.C. Tenn.

This property is sold and conveyed subject to the following restrictions:

That the premises and no part thereof shall be sold, aliened, conveyed or devised to any person 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 conveyance does not preclude or prohibit persons of African blood or descent from living on the said premises in the capacity of servants.

No dwelling house shall be constructed on lots fronting on Highway No. 112 herein at a cost of less than $3,000.00, on all other lots the cost shall not be less than $2,000.00. No dwelling house shall be erected on lots fronting on Highway No. 112 herein within 70 feet of the westerly margin of State Highway No. 112. On all other lots, no dwelling shall be erected within 50 feet of the front lot line.

The foregoing stipulations, covenants and conditions are and shall be binding and obligatory upon and shall be observed by the said grantee, their heirs, devisees or assigns until the first day of January 1956. 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 Odell Carney and wife Myrtle Carney, their heirs and assigns, forever.

And Homeland, Inc. ~~do~~ does covenant with the said Odell Carney and wife Myrtle Carney, that it is lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except for taxes for the year 1947 which the grantee assumes and agrees to pay.

And Homeland, Inc. does ~~do~~ further covenant and bind itself, its successors ~~heirs~~ and representatives, to warrant and forever defend the title to the said land to the said Odell Carney and wife Myrtle Carney, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands 9th day of June, 1947.

Attest: W. P. Yarbrough
Secretary and Treasurer.

HOMELAND, INC.,
BY W. E. Haury
President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notr
said County and State, the within named _____



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