1494

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED ($1,800.00) DOLLARS, cash in hand paid receipt of which is here acknowledged.

I, Mrs. Lillie Ann Sanders Porch, have bargained and sold, and by these presents do transfer and convey unto Bert L. Tarkington and wife, Clara Russell Tarkington, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

Beginning at a point in the middle of River Road, and running thence North 15-00 East 538 feet to a stake, the North boundary line of Lillie Ann Sanders Porch, and thence with the North boundary line South 75° 30 East 224.5 feet to a Box Elder, the Northeast corner of the Lillie Ann Sanders Porch lands, and thence with the East boundary line of the Lillie Ann Sanders Porch lands South 52° W 103.4 feet to a stake and thence South 14° 15 W 400 feet to the center of the River Road, and thence with the River Road South 86.30 W, 173.5 feet to the beginning, containing by survey 2 acres.

This said transfer is made subject to the following covenant and agreement:

That running with the land that no dance hall, beer tavern, or place where other intoxicants are sold, or other place contributing to immorality, shall be erected or conducted on the said lands, for a period of twenty years.

There is a further agreement that the seller shall retain a one-half interest in any mineral, oil, or gas rights to be taken from the lands here transferred.

TO HAVE AND TO HOLD the said tract or parcel of land, with appurtenances, estate, title and interest thereto belonging to the said Bert L. Tarkington and wife, Clara Russell Tarkington, their heirs and assigns, forever.

And I do covenant with the said Bert L. Tarkington and wife, Clara Russell Tarkington, that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unincumbered.



27