WARRANTY DEED Published by Tennessee Title Company

For and in consideration of the sum of $ Eighty-Five Hundred and No/100 ($8500.00) - **DOLLARS**
of which $4119.85 has been paid in cash by Robert D. Malone, the receipt of which is hereby acknowledged, and for the remainder of $4380.15, the said Robert D. Malone assumes and agrees to pay a certain note dated March 1, 1947, originally for the sum of $4500.00, payable in monthly installments of $46.67, bearing interest at 4½%, executed by J. Dudley Fish and wife, Roberta J. Fish, to The First Mortgage Company of Nashville, and secured by deed of trust from the said J. Dudley Fish and wife, Roberta J. Fish, to E. E. Murrey, Trustee, of record in Book 1475, Page 400, Register's Office of Davidson County, Tennessee, to which reference is hereby made.

We, J. Dudley Fish and wife, Roberta J. Fish, **have bargained and sold, and by these presents do transfer and convey unto the said** Robert D. Malone, his **heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:**

Being Lots Nos. 337 and 338 on the plat of the Highland Land Company's Subdivision, as of record in Book 421, Page 14, Register's Office for said County.

Said Lots Nos. 337 and 338 front 25 feet each on the westerly side of Pennock Avenue and run back between parallel lines 175 feet to an alley.

Being the same property conveyed to J. Dudley Fish and wife, Roberta J. Fish, by deed from Highland Land Company, of record in Book 996, Page 425, said Register's Office.

This conveyance is made subject to restrictive covenants contained in deed from Highland Land Company to J. Dudley Fish and wife, Roberta J. Fish, of record in Book 996, Page 425, Register's Office for Davidson County, Tennessee, as follows:

"It is expressly understood and agreed that the sale of intoxicating liquors shall be prohibited upon the premises herein conveyed until the year 1960 A. D., and that the premises shall not be sold or leased to any person or persons with a perceptible strain of negro blood until the year 1960 A. D., and that no residence shall be erected or kept upon said premises costing less than Two Thousand ($2,000.00) Dollars, until the year 1960 A. D."

[redacted]

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Robert D. Malone, his **heirs and assigns, forever.**

And We **do covenant with the said** Robert D. Malone **that** we are **lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered,** except as herein stated, and the taxes for 1947, which have been prorated and assumed by purchaser.

And we, J. Dudley Fish and wife, Roberta J. Fish, **do further covenant and bind** ourselves, our **heirs and representatives, to warrant and forever defend the title to the said land to the said** Robert D. Malone, his **heirs and assigns against the lawful claims of all persons, whomsoever.**

Witness our hands **this** 4th **day of** September **194**7.

J. Dudley Fish
Roberta J. Fish

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Floyd H. Adams, **a Notary Public in and for said County and State, the within named** J. Dudley Fish and wife, Roberta J. Fish, **with whom I am personally acquainted, and who acknowledged that** they **executed the within instrument for the purposes therein contained. Witness my hand and official seal at** Nashville, **Tennessee, this** 6th **day of** September, **1947**

Commission Expires July 11, 1950

Floyd H. Adams
Notary Public