THIS DEED, made this 16th day of September, 1947, by and between DEFENSE HOMES CORPORATION, a Maryland Corporation, party of the first part and E. R. Edenfield and wife, Lucy M. Edenfield; William M. Head and wife, Vivian Head; James W. Hill and wife, Carolyn L. Hill; R. J. Knies and wife, Virginia B. Knies, ~~and wife, Virginia B. Knies~~, L. L. Treanor and wife, Christine Treanor; Ella Louis Dillon; Ida Mai Mullins, a widow; and Ruth F. Morton, unmarried; parties of the second part:

W I T N E S S E T H

That the said party of the first part, for and in consideration of the sum of SEVENTY FIVE ($75.00) to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell and convey unto the parties of the second part the hereinafter described land as follows:

To the said E. R. Edenfield and wife, Lucy M. Edenfield, as tenants by entirety with full right of survivorship and not as tenants in common as between themselves, a one eighth (1/8) undivided interest;

To the said William M. Head and wife, Vivian Head, as tenants by entirety with full right of survivorship and not as tenants in common as between themselves, a one eighth (1/8) undivided interest;

To the said James W. Hill and wife, Carolyn L. Hill, as tenants by entirety with full right of survivorship and not as tenants in common as between themselves, a one eighth (1/8) undivided interest;

To the said R. J. Knies and wife, Virginia B. Knies, as tenants by entirety with full right of survivorship and not as tenants in common as between themselves, a one eighth (1/8) undivided interest;

To the said L. L. Treanor and wife, Christine Treanor, as tenants by entirety with full right of survivorship and not as tenants in common as between themselves, a one eighth (1/8) undivided interest;

To the said Ella Louis Dillon for her sole and separate use, free from the debts, contracts, liabilities or any marital rights of her present or any future husband, with full power vested in her to mortgage, sell, transfer and convey without the joinder of any beneficiary, as if she were a femme sole, a one eighth (1/8) undivided interest;

To the said Ida Mai Mullins, a widow, a one eighth (1/8) undivided interest;

To the said Ruth F. Morton, unmarried, a one eighth (1/8) undivided interest;

in and to the lot or parcel of land with appurtenances thereunto appertaining lying and being situated in the 6th Civil District of Davidson County, Tennessee, more particularly described as follows:

Beginning at the westerly corner of the intersection of West Iris Drive and Thompson Lane, thence in a northerly direction along the westerly margin of West Iris Drive 567.6 feet to a concrete marker, thence continuing along the westerly margin of West Iris Drive 271.1 feet to a stake in the southeast corner of a parcel of land conveyed to John P. Hyden and wife, Geneva K. Hyden by Defense Homes Corporation by deed recorded in Book 1511, page 483 in the Register's Office of Davidson County, Tennessee; thence westerly along the southerly margin of the said Hyden property 45.7 feet to a point in the westerly boundary of Berry Hill Gardens Subdivision; thence southerly along the westerly boundary of Berry Hill Gardens Subdivision 901.4 feet to a point in the northerly margin of Thompson Lane; thence easterly along the northerly margin of said Thompson Lane 10 feet to the point of beginning.

Subject to utility easements shown on the aforesaid recorded plat and to protective covenants of record as to the use of said property for residential purposes.

Part of the consideration of this conveyance is the understanding and agreement of the parties hereto that in the sale of their present real property on West Iris Drive will also be accompanied by the transfer of their undivided interest in this protective strip to whoever purchases their property.

The Grantees herein further covenant for themselves, their heirs, successors and assigns that no dwelling will be erected on the premises herein conveyed except upon prior written approval of the cost and construction thereof by Federal Housing Administration, and that at no time will coal be used on said premises for fuel so long as fuel other than coal is principally used at said Berry Hill Gardens by the residents or occupants thereof.