For and in consideration of the sum of $ 1.00

ONE AND NO/100 DOLLARS

cash in hand paid by Raymond Cassidy and wife Roxie W. Cassidy, and other good and valuable considerations, the receipt of which is hereby acknowledged,

we, John Lipscomb Porter and wife, Mildred B. Porter, and Fannie Porter, a widow have bargained and sold, and by these presents do transfer and convey unto the said Raymond Cassidy and wife Roxie W. Cassidy, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

Land in the 11th, formerly the 18th, Civil District of Davidson County, Tennessee, being Lot No. 3 on the map of Porter Heights, Part 3, not of record, described according to a survey made by Wm. A. Pitts, Surveyor, July 1, 1948, of record in book 1427 page 72, R.O.D.C. Tennessee, as follows:

Beginning at a railroad spike in the west side of a 15-inch hackberry, said point being in the southerly margin of Porter Road and being south 88° 18' east 84.6 feet from a concrete monument with bronze cap, said monument marking the easterly end of the arc of a curve having a 20 foot radius and a central angle of 88° 18' at the easterly side of Wayne Drive; thence with the southerly margin of Porter Road, south 88° 18' east 100 feet to an iron pin, said point being the common corner of Lots Nos. 3 and 4; thence south 1° 42' west with the common line between said Lots Nos. 3 and 4, 200 feet to an iron pin, said point being the common corner of Lots Nos. 3 and 4; thence north 88° 18' west 100 feet to an iron pin, said point being the common corner of Lots Nos. 2 and 3, said point also being south 88° 18' east 110 feet from a concrete marker with a bronze cap in the easterly margin of Wayne Drive; thence north 1° 42' east and with the common line between Lots Nos. 2 and 3, 200 feet to the point of beginning.

Title to the above described property was acquired by two deeds, one from Wm. R. Finegan and wife, of record in Book 831, page 694, Register's Office for said County, and the other from A. D. Norman and wife, of record in Book 846, page 351, said Register's Office.

This conveyance is subject to the following building restrictions which are covenants running with the land and shall be in effect on this property for a period of twenty years from date:

(1) This property shall be used for residence purposes only.
(2) No residence shall be erected on this property unless the outside walls of such improvements are of brick or stone construction and on masonry foundation and containing a minimum of 1000 square feet of floor space, living area only, and excluding terraces, porches, and garage.
(3) The total cost of any such residence built on this property shall be equivalent to a minimum of $9000.00 by reasonable estimate.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Raymond Cassidy and wife Roxie W. Cassidy their heirs and assigns, forever.

And we do covenant with the said Raymond Cassidy and wife Roxie W. Cassidy 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 taxes for 1948 which are assumed by the grantees herein.

And we, ~~John Lipscomb Porter and wife Mildred Porter,~~ and Fannie Porter do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Raymond Cassidy and wife Roxie W. Cassidy their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands 31st day of July, 1948.

John Lipscomb Porter
Mildred B. Porter
Fannie Porter