K 1680

49970

WARRANTY DEED

FROM
CHARLES B. STILZ ET UX

TO
STEPHEN K. PETTY ET UX

The Guaranty Title Co.
Titles Guaranteed
Abstracts of Titles
225 Third Ave., North
NASHVILLE, TENN.

STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 24 JAN 1949 at 12 o'clock P.M.
Book 1130 Page 291
Recording Fee $ 1.50
FELIX WINSTEAD, Register
By [illegible]

FORM 103 FOSTER & PARKS CO., NASHVILLE

WARRANTY DEED — J. R. WEST FORM — THE GUARANTY TITLE COMPANY

For and in Consideration of the sum of ($500.00)

FIVE HUNDRED AND NO/100 DOLLARS

cash in hand paid by Stephen K. Petty and wife, Ella Lou Petty to Charles B. Stilz and wife, Maymie Lee the receipt of which is hereby acknowledged, we,

Charles B. Stilz and wife, Maymie Lee Stilz, have bargained and sold, and by these presents do transfer and convey unto the said Stephens K. Petty and wife, Ella Lou Petty, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Being Lots No. 80 and 81 of an unrecorded plan in Block 1 of a recorded plan in Book 1130, Page 37, R.O.D.C. Tennessee, known as the Anderson Estates. Said Lots begin at a point on the southeast corner of Dupont Avenue and McArthur Drive at Iron Pin; thence southwardly along the easterly margin of McArthur Drive 127 feet to the common corner of Lots No. 82 and 81; thence with line between Lots No. 82 and 81 eastwardly 150 feet to the common corner of Lots No. 82, 81, 19 and 20; thence with line between Lots No. 81, 80, 20 and 21 northwardly 125 feet to the southerly margin of Dupont Ave; thence with said Avenue westwardly 129.87 feet to the beginning.

And being the same property conveyed to Charles B. Stilz and wife, Maymie Lee by deed from John W. Anderson and wife, Clara W. Anderson as of record in Book 1281, Page 674, R.O.D.C., subject to the conditions and restrictions contained in the said deed, which restrictions are as follows:

1. That the premises and no part thereof shall be sold, 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 said premises in the capacity of servants.
2. No dwelling house shall be constructed on said property at a cost of less than two thousand ($2,000.00) dollars.
3. The foregoing stipulations, covenants and conditions are and shall be binding and obligatory upon, and shall be observed by the said grantee and heirs, devisees or assigns, until the first day of January, 1962. And it is expressly agreed that all and every one 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 hereafter own, possess, occupy and use said premises or any part thereof, or any building or structure thereon, under any tenure whatsoever.

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