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For and in consideration of the sum of $ [illegible] DOLLARS

[illegible], the receipt whereof is hereby acknowledged,

Homeland, Inc., a corporation, organized and existing under the laws of the State of Tennessee

has bargained and sold, and by these presents do transfer and convey unto the said Mary Nelle Carnell and husband, Marvin B. Carnell, and wife, Mary Nelle Carnell

their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

being Lot No. 9, Block "D" on the Map of Fairview Subdivision, as of record in book 1130, page 54, Register's Office for said County, and described as follows:

Beginning at a point in the westerly margin of Cedar Circle, which point is the common corner of lots Nos. 9 and 10 of said subdivision, and running in a southerly direction with the westerly margin of Cedar Circle, a distance of 75 feet; thence westwardly a distance of 209.3 feet to a dead line; thence northwardly a distance of 75.62 feet; thence eastwardly a distance of 216.5 feet to the point of beginning, as shown on said plan.

Being part of the property conveyed to Homeland, Inc., by deed from W. Raymond Denney, Trustee, of record in book 1277, page 453, said Register's Office.

The property is sold and conveyed subject to the following restrictions:

That the premises and no part thereof shall be sold, aliened, 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 the said premises in the capacity of servants.

No dwelling house shall be constructed on lots fronting on Highway No. 112 herein at a cost of less than $3,000, on all other lots the cost shall not be less than $2,000. No dwelling house shall be erected on lots fronting on Highway No. 112 herein within 70 ft. of the westerly margin or line of State Highway No. 112.

On all other lots, no dwelling shall be erected within 35 ft. of the front lot line.

The foregoing stipulations, covenants and conditions are and shall be binding and obligatory upon and shall be observed by the grantees, their heirs, devisees or assigns until the first day of January, 1956. And it is expressly agreed that all and every 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 the said premises or any part thereof or any building or structure thereon under any tenure or tenure.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Mary Nelle Carnell and husband, Marvin B. Carnell, their heirs and assigns, forever.

And Homeland, Inc. does covenant with the said Mary Nelle Carnell and husband, Marvin B. Carnell that it is 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 1956 and subsequent years, and the restrictions as above

And Homeland, Inc., does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said Mary Nelle Carnell and husband, Marvin B. Carnell, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand this 13th day of [illegible], 1956.

[illegible]: W. P. Garmon

[illegible]: W. R. Denney, Jr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for

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