1785

WARRANTY DEED

FROM

RUDOLPH M. ELLER
and
JOHN C. VANDIVER

TO

MARGARET MAE WHITFIELD

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

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 14 day
of JAN 1950
Recorded in Book 2342 Page 71
Recording Fee $1.50
FELIX A. WILSON, Register
By [illegible] D.C.

For and in Consideration of the sum of ($10.00)
TEN AND NO/100 DOLLARS

cash in hand paid and for other good and valuable considerations the receipt of which is hereby acknowledged, we,

[redacted]

Rudolph M. Eller and John C. Vandiver have bargained and sold, and by these presents do transfer and convey unto the said

Margaret Mae Whitfield

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

Lot No. 45 of Eller Vandiver Subdivison Block A. a subdivision of an unrecorded plan of a recorded plan in Book 1130, Page 37, R.O.D.C., known as the Anderson Estates.

Begin at the southeast corner of Thornton Avenue and Rio Vista Drive and running southwardly along the east margin of Rio Vista Drive 297.5 feet to the point of beginning for said lot; thence eastwardly 219.4 feet more or less to low water mark of Cumberland River; thence southwardly with said low water mark 50 feet; thence westwardly 221.6 feet to a point; thence northwardly along the east margin of Rio Vista Drive 50 feet to the point of beginning.

And being a part of the same property conveyed to Rudolph M. Eller and John C. Vandiver by deed from John W. Anderson and wife, Clara W. as of record in Book ____, Page ___, R.O.D.C. This property is sold subject to the restrictions and covenants contained in said deed, which are described as follows, to wit:

1. That the premises and no part thereof shall be sold, aliened, conveyed or devised to any person or persons of African blood or descent, and that no person or persons 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 any person or persons of African blood or descent from living on the said premises in the capacity of servants.

2. That 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 grantees and heirs, devisees or assigns until the 1st day of January 1962. And it is expressly agreed that all

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