WARRANTY DEED

For and in consideration of the sum of $10.00

TEN & NO/100 DOLLARS

cash in hand paid and other valuable considerations, the receipt of which is hereby acknowledged, H. G. Hill Realty Co., a corporation has

does

bargained and sold, and by these presents transfer and convey unto the said Luther C. Sumner and wife, Irene M. Sumner, 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. 3 and the east 30 feet of lot No. 4 of Block "B" on the unrecorded map of Hillwood Estates Subdivision of Blocks "B", "D", and "E", described according to a survey made by Z. J. Wilkinson, Surveyor, May 4, 1938 as follows:

Beginning on the southeasterly margin of Hillwood Drive, at the corner of lots Nos. 2 and 3, said beginning point being also 280 feet west of the northwest corner of a road; thence with the line between lots Nos. 2 and 3, southeastwardly 216.3 feet to the northeasterly margin of lot No 22; thence with the northeasterly line of lots Nos. 21 and22, northwestwardly 165 feet; thence northeastwardly 209 feet, more or less, to the southeasterly margin of Hillwood Drive; thence with said Drive, southeastwardly 170 feet to the beginning.

Being part of the property conveyed to H. G. Hill Realty Company by deed from H. G. Hill and wife, of record in book 731, page 542, Register's Office for said County.

There is hereby expressly reserved a strip of land five feet wide along the rear of said Lots in Section "E", Hillwood Estates, to be used by Public Utility Companies, now operating or that may hereafter operate in Davidson County, Tennessee, for the purpose of erecting poles for electric light wires, telephone wires, or for other forms of conduit across said property, in order to provide electric current, telephone, gas, water, sewerage, or other type services, in Section "E" of Hillwood Estates.

Said land above described is conveyed subject to the following restrictions shall be covenants running with the land, binding on the Grantees assigns, for a period of twenty-five years from June 1st, 1935.

1. Said land shall be used for residential purposes only, and only one house, is to be erected or constructed on said land above described, and no outhouse, or outhouses are to be erected or constructed on said above described property, other than a garage, which shall be in strict harmony with the residence built on said lot, and which shall not be nearer than 25 feet to the side lines, or rear line of the lot, and such garage shall in no event be in front of the building line established for residences, as hereinafter set out, the doors of garage shall not face upon Hillwood Drive.

2. No residence shall be erected on said property at a cost of less than $9,500.00, and said residence shall conform to a building line of not less than 75 feet from the southerly margin of Hillwood Drive, and said residence shall contain at least 2200 square feet of first floor space including attached garage.

3. No apartment house, duplex, boarding house or other commercial enterprize is to be built, erected, or maintained on said Land above described.

4. All dwellings erected on said lot must follow a distinctive design, and plans and specifications of same, shall be approved by H. G. Hill Realty Company, or its successors, and representatives and the Grantee, his heirs and assigns, shall not erect any residence on said land, unless plan or plans for same have been submitted to and approved as aforesaid.

5. It shall not be permissible to erect a temporary building or a garage on this property.

6. No cows, swine and other nuisance shall be permitted to be kept on said property.

7. Said land shall not be sold, leased, transferred or conveyed to persons of African blood or descent, or occupied by any such per-