1905

DUPLICATE COPY OF DEED ISSUED SEPT. 20, 1945 SAID DEED HAVING BEEN LOST.

WARRANTY DEED Form 1001 Published by Tennessee Title Company

For and in consideration of the sum of $ Two Hundred and 00/100 (200.00) *----------
----------DOLLARS

cash in hand paid by Mrs.Elvina E.Rothwell to Homeland,Inc.,a Tennesse corporation,the receipt of which is acknowledged, Homeland,Inc.,has

[redacted]

have bargained and sold, and by these presents do transfer and convey unto the said Mrs.Elvina E.Rothwell,her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:



Being a parcel or tract of land in the 11th civil District of Davidson County,Tennessee,more particular described as follows:

Being lots 22 and 23 in Block A on map of Anderson Subdivision as of record in book 974,pages 36 and 37,R.O.D.C.,Tennessee.

Lots 22 and 23 of Block A of said subdivision front together a total of fifty feet on the South side of Old Hickory Boulevard as shown on said plan,and are part of the land conveyed by deed from W.Raymond Denney,Trustee,dated Dec.10,1940 as of record in Book 1149, page 578,R.O.D.C.,Tenn.,said lots running back between parallel lines to a dead line,said rear line being the South line of said subdivision, the East line of lot No.23 being 133.1 feet more or less,and the West line of lot No.22 being 132.1 ft.more or less,all as shown on said plan.

These two lots are conveyed subject to the following restrictions, covenants and conditions,to-wit:

(a) No part of said lot or lots or any interest therein shall be given,loaned,leased,encumbered,devised or conveyed to any person either of negro blood or not of the white race,but this condition shall not prevent the housing of servants actually employed on the premises in suitable quarters.

(b)No dwelling house shall be constructed on the front building line of said property at a cost of less than $2000.00. No residence,including its porches,or other projections,shall be erected on said lot,or lots,nearer than 30 feet from the front property line. All residences shall front on the street on which said lot fronts. No building shall be located nearer than five feet to any side lot line,except that side line restrictions shall not apply to a detached garage or other outbuildings located fifty feet,or more,from the front lot line. 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 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 thereafter own,possess,ocupy and use said premises or any part thereof,or any building or structure thereon,under any tenure whatsoever.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Mrs.Elvina E.Rothwell heirs and assigns, forever.

And we do covenant with the said Mrs.Elvina E.Rothwell, 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 by 1945 taxes which purchaser assumes and agrees to pay,9/12 of which will be refunded by grantors after payment by purchaser. Homeland,Inc. does And do further covenant and bind it self,its successors and assigns heirs and representatives, to warrant and forever defend the title to the said land to the said Mrs.Elvina E.Rothwell, her heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 12th day of June, 1950.

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