2011

THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

WARRANTY DEED

For and in consideration of the sum of -----($10.00)----------
----Ten dollars cash and other good and valuable considerations----------**DOLLARS**

Cash in hand paid by Curt Freudenthal, and wife, Theresa Freudenthal, receipt of which is hereby acknowledged,

Royal Oaks Land Company,

_____ **have bargained and sold, and by these presents do** as **transfer and convey unto the said** Curt Freudenthal and wife, Theresa Freudenthal

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. 5 and the northerly 50 feet of Lot No. 7, on the Plan of a Resubdivision of Royal Oaks, Section "A", as of record in Book 1424, page 55, Register's Office for said County.

Said lot and part of lot adjoin and front together 150 feet on the westerly side of Royal Oaks Place and run back between parallel lines 255 feet to a dead line.

Being part of the property conveyed to Royal Oaks Land Company, by deed from S. Lieberman et al, Trustees, of record in Book 467, page 610, said Register's Office.

1. That no bill board, shop, store, factory, business house, hospital, asylum or institution of like or kindred nature and no charitable institution shall be erected or maintained on the premises herein conveyed but the said premises shall be occupied and used for residence purposes only and not otherwise; and

2. That no residence or dwelling house shall be erected or kept on said land costing less than $7,500.00 under reasonable estimate; and

3. That no residence or dwelling house or other structure shall be erected on said land wholly or partly within 70 feet of the front line of the street or avenue on which said land fronts; and

4. That no privy shall be built on said land except it be located in some building which will conceal its identity, and all outbuildings on corner lots shall be built on the inside and back lines of the said property; and

5. That no residence shall be built on lots fronting less than 100 feet and such residence must face the street on which the lot fronts with the exception of corner lots in which case the residence may face the side street; except Lot No. 7 which is restricted to one residence; and

6. That no swine shall be kept on said premises and no nuisance of any kind shall be maintained or allowed thereon nor any use thereof made or permitted which shall be obnoxious to health; and

7. That neither said land nor any part thereof shall be sold, aliened, conveyed or devised to any person or persons 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 covenant does not preclude or prohibit persons of African blood or descent from living on said land in the capacity of servants; and

8. That the owner of the aforesaid lot has the right within three years from this date to purchase for $100.00 each from the Royal Oaks Land Company a tap on its water lines for each 100 feet of frontage of the land herein conveyed, and further, the purchaser of such tap or taps, his or her heirs or assigns, shall pay a pumping charge of $1.00 per month on each tap to the Hillsboro Water Company, its successors or assigns, in accordance with a contract entered into by and between the J. L. Webb Pipe Line Company and the Royal Oaks Land Company, dated July 22, 1933, and registered in Book 924, page 24, of the Register's Office for Davidson County, Tennessee, to which reference is made. After said period of three years, the Royal Oaks Land Company obligates itself to sell a tap to the owner of said lot at such price as they may agree upon; and

9. The foregoing eight stipulations, covenants and conditions shall attach to and run with the land and shall be binding and obligatory upon all and every person or persons who may now or hereafter own, possess, occupy or use the said premises or any part thereof or any building or structure thereon under any tenure whatsoever for a period of 30 years from the date hereof.

~~NOTE: Said restrictions were recorded prior to February 15, 1930.~~

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