K 2039

For and in Consideration of the sum of THREE THOUSAND SIXTY AND NO/100 - - -, ---------------------

- - - - $3,060.00 - - - - - -- Dollars,

of which SIX HUNDRED SIXTY AND NO/100 - - - $660.00 - - - - ------------------- Dollars,

has been paid in cash by GENOLA K. COTTRELL ---

the receipt of which is hereby acknowledged, and for the remainder of TWO THOUSAND FOUR ----

HUNDRED AND NO/100 - - - $2,400.00 - - - - -- Dollars,

the said GENOLA K. COTTRELL AND HUSBAND, RUFUS H. COTTRELL, JR., ---- have this day jointly executed their two notes, each in the amount of $1,200.00, bearing interest at 5% per annum from this date through date paid, payable to the Grantor herein, one note payable on or before one year from this date and one note being payable on or before two years from this date, each with Vendor's lien reatined,

all of said notes bearing ~~six~~ five per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, the ROYAL OAKS LAND COMPANY, a Tennessee Corp-

oration, ---

~~have~~ has this day bargained and sold, and ~~do~~ does hereby transfer and convey unto the said ---------------

GENOLA K. COTTRELL, her --- heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 27 and the westerly 74.7 feet of Lot No. 28, on the plan of a re-subdivision of part of Royal Oaks Subdivision, as of record in Book 1424, page 81, Register's Office for said County. Said lot and part of lot adjoin and front together 204.7 feet on the southerly side of Sunnybrook Drive and run back between lines, 312 feet on the westerly line of Lot 27, and 306 feet, more or less, on the easterly line of said part of Lot 28, to a dead line in the rear, measuring 204.7 feet thereon.

Being part of the same 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.

The land conveyed herein is subject to the restrictive covenants attached hereto and made a part of this conveyance.

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 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

8. The foregoing ~~eight~~ seven 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 the period of 30 years from the date hereof.

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FULL RELEASE

J. P. Wilson 17 Jan 1953
Royal Oak land Co
Rose B Martin secy

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