K 2042

For AND IN CONSIDERATION OF THE SUM OF $10.00--Ten Dollars--cash in hand paid by William E. Post and wife Ruth H. Post and other valuable considerations, receipt of which is hereby acknowledged, and futher sum to be paid as follows: In cash.

THE WASHINGTON REALTY COMPANY, located at 2108 Hayes Street, Nashville 5, Tennessee, has bargained and sold of these presents does transfer and convey unto the said William E. Post and wife, Ruth H. Post, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being Lot No. 3 on the Map of George N. Welch, Jr.'s Subdivision of West Meade Village Tract, Section "B", as of record in Book 1835, page 75, Register's Office for said County, and described as follows: Beginning at a point in the south margin of Davidson Road, the common corner of Lots 3 and 4; thence with the line between said lots, southerly 375 feet to a point; thenceeasterly 200 feet to the westerly margin of Robin Hill Road; thence with the margin of said Road northerly 350 feet to the beginning of a curve; thence with said curve, north-westerly 38.6 feet to the south margin of Davidson Road; thence with the margin of the same westerly 175 feet to the beginning.
Being part of the property conveyed to The Washington Realty Company by deed from George N. Welch, Jr., of record in Book 1763, page 175, said Register's Office.

To Have and Hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said William E. Post and wife, Ruth H. Post, their heirs and assigns, forever and THE WASHINGTON REALTY COMPANY does hereby covenant with the said William E. Post and wife, Ruth H. Post, that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it and that the same is unencumbered except as hereinafter set forth: Taxes for the year 1952 to be pro-rated. The Granter to bear two twelfths of 1952 taxes. The Grantee ten twelfths. When paid by Grantor the Grantee is to reimburse the Grantor for their pro-rated part.

And THE WASHINGTON REALTY COMPANY does further covenant and bind itself, it's successors, heirs and assigns to warrant and forever defend the title to said land to the said William E. Post and wife, Ruth H. Post, their heirs and assigns, against the lawful claims of all persons whomsoever.

Said property is conveyed subject to the following restrictions which shall apply to and be binding on said property:

1. No portion of any building upon any lot shall be nearer than 100 feet to the front boundary of such lot, nor nearer than 30 feet to the side or rear boundary of such lot.

2. No buildings or other improvements of any kind shall be erected upon or moved on to said land to be used otherwise than as a private dwelling house, or improvement in connection therewith, and no such building shall be used as an apartment, duplex, hotel, shop, store or place of business of any kind, nor as a hospital, asylum, or similar institution, nor as a place of public gathering.

No garage, servant's house or other improvement shall be erected maintained, or used except in connection with a main dwelling house built in conformity with these restrictions, and in no event shall any such garage, servants house or other improvements be used as a main dwelling either temporarily or permanently.

3. No lot or lots into which said property may be subdivided shall be less than 175 feet frontage and 375 feet in depth.

4. Not more than one dwelling shall be built on any lot and maintained thereon at any one time.

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