2043

WARRANTY DEED Form 1001 Published by Tennessee Title Company

For and in consideration of the sum of $2,475.00 - - - -
- - TWO THOUSAND FOUR HUNDRED SEVENTY FIVE AND NO/100 - - - DOLLARS
cash in hand paid, receipt of which is hereby acknowledged, the

ROYAL OAKS LAND COMPANY, a Tennessee Corporation,

has ~~have~~ does bargained and sold, and by these presents do transfer and convey unto the said EZEKIAH A. THOMPSON, JR. AND WIFE, JOYCE M. THOMPSON, 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. 26 on the Plan of a Resubdivision of part of Royal Oaks Subdivision, as of record in Book 1424, page 31, Register's Office for said County.
Said Lot 26 fronts 165 feet on the northerly side of Sunnybrook Drive and runs back 271.3 feet on the easterly line and 262.8 feet on the westerly line, to a dead line in the rear, measuring 132.8 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 210, said Register's Office.

Said land is conveyed subject to agreement providing for charge of $100.00 for each water tap pruchased of record in Book 1530, page 367; subject to set back and easment for public utilities as shown on plan of Record in Book 1424, page 31, which Plan also shows an Owner's Certificate; and subject to restrictive covenants attached hereto and made a part of this conveyance.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Ezekiah A. Thompson, Jr, and wife, Joyce M. Thompson, their heirs and assigns, forever.

And we do covenant with the said Ezekiah A. Thompson, Jr, and wife, Joyce M. Thompson, 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 1952 taxes which are prorated and assumed by the Grantees herein.
And the Royal Oaks Land Company, a Tennessee Corporation, does ~~do~~ further covenant and bind itself, its/ ~~heirs~~ successors, assigns and representatives, to warrant and forever defend the title to the said land to the said Ezekiah A. Thompson, Jr, and wife, Joyce M. Thompson, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 15th day of April, 1952.

ATTEST: ROYAL OAKS LAND COMPANY

Rose B. Martin, Secretary — By: A. W. Foreman, Vice-president

STATE OF TENNESSEE)

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

103