K 2338

WARRANTY DEED

For and in consideration of the sum of Twenty-one Hundred and Fifty and no/100

($2,150.00) - **DOLLARS**

of which Thirteen Hundred and no/100 ($1,300.00) Dollars has been paid in cash by the grantees, receipt of which is hereby acknowledged, and for the balance of Eight Hundred Fifty and no/100 ($850.00) Dollars the grantees have executed their promissory note of even date herewith, payable to the order of J. E. Polk, Jr., due on or before three months after date, and bearing interest at 6% from date, and retaining a lien on the hereinafter described property, we J. E. Polk, Jr., and wife, Bonnie H. Polk, - - - - - - **have bargained and sold, and by these presents do transfer and convey unto the said** Hubert E. Lanier and wife, Georgia Mai Lanier, their - - - - - - - - - - - - - - **heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:** Being lots Nos. 6 and 7 in Block "D" of Roscoe Place Subdivision at Goodlettsville, a plat of which is of record in Book 843, page 72, Register's Office of Davidson County, Tennessee.

Said lots front together 97.8' on the north side of Roscoe Street and run back between parallel lines 150 feet, and being part of the same property conveyed to J. E. Polk, Jr., et ux., by deeds of record in Book 1738, page 475, and Book 1349, page 183, R. O. D. C., Tennessee.

This conveyance is made subject to the following restrictions which are covenants running with the land for a period of [illegible] years from date hereof:

1. No more than one dwelling shall be erected on said two lots.

2. No dwelling house costing less than $6,500.00, including both labor and materials, shall be erected on said property.

3. Said premises shall be used for residential purposes and not otherwise. AND NOT TO BE LEASED, RENTED OR CONVEYED TO THE NEGRO RACE.

4. No building shall be erected [illegible] line of said lot than [illegible] feet therefrom.

A Lien is hereby expressly retained on the above described property to secure the payment of the balance of the unpaid purchase price.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Hubert E. Lanier and wife, Georgia Mai Lanier, their - - - - - - - - - - - - - - - - - - **heirs and assigns, forever.**

And we **do covenant with the said** Hubert E. Lanier and wife, Georgia Mai Lanier, - - - - - - - - - - - - - - - - - **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.**

And we, J. E. Polk, Jr., and wife, Bonnie H. Polk, - - - - - - - - - **do further covenant and bind** ourselves, our **heirs and representatives, to warrant and forever defend the title to the said land to the said** Hubert E. Lanier and wife, Georgia Mai Lanier, their **heirs and assigns against the lawful claims of all persons, whomsoever.**

Witness our **hand** s **this** 1st **day of** November **, 19** 54

Jan 4, 1955 J. E. Polk, Jr.

Jan 4, 1955 Bonnie H. Polk

STATE OF TENNESSEE
Davidson County

Personally appeared before me, ______________, **a Notary Public in and for said County and State, the within named** J. E. Polk, Jr., and wife, Bonnie H. Polk, - - - - - - - - - - - - - - - - - -

the bargainor s**, with whom I am personally acquainted, and who acknowledged that** they **executed the within instrument for the purposes therein contained.**

Witness my hand and official seal at office, this 4 **day of** January **, 19**55

Commission expires 2-1958

Handy Moore
Notary Public

FOSTER & PARKES CO., NASHVILLE

FULL RELEASE

10 Jan. 1955

[illegible]

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