WARRANTY DEED THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

For and in consideration of the sum of $650.00

Six Hundred Fifty and No/100 - **DOLLARS**

cash in hand paid, by Gordon I. Ellithorpe and Wife, Otis Evelyn Ellithorpe, the receipt of which is hereby acknowledged,

Homeland, Incorporated, a Corporation organized and existing under the laws of the State of Tennessee, has **~~have~~ bargained and sold, and by these presents do transfer and convey unto the said** Gordon I. Ellithorpe and wife, Otis Evelyn Ellithorpe, their **heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:**

Land in Davidson County, Tennessee, being lot No. 31, Block "CC" Fairview Subdivision as of record in book 1130, page 54, Register's Office for Davidson County, Tennessee.

Said Lot No. 31 fronts 100 feet on the east side of Cedar Circle and runs back between lines 275.8 feet on the North line and 270 feet on the south line and measures 100 feet thereon.

Being the same property conveyed to Homeland, Inc. by deed from W. R. Denney, Trustee, of record in book 1255, page 453, Register's Office for Davidson County, Tennessee.

This property is sold and conveyed subject to the following restrictions:

No dwelling house shall be constructed on lots fronting on Highway 112, herein at a cost of less than $3,000.00; on all other lots the cost shall not be less than $2,000.00.

No dwelling house shall be erected on lots fronting on Highway 112, herein, within 70 feet of the westerly margin or line of State Highway No. 112. On all other lots, no dwelling shall be erected within fifty feet of the front lot line.

The foregoing stipulations, covenants and conditions are and shall be binding and obligatory upon and shall be observed by the said grantees, their heirs, devisees or assigns until the first day of January, 1965. And it is expressly agreed that all and every of said stipulations, covenants, and conditions attach to and run with the land andshall be binding and obligatory upon all and every person who now or thereafter own, possess, occupy and use said premises or any part thereof or any building or structure thereon under any tenure whatsoever.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Gordon I. Ellithorpe and wife, Otis Evelyn Ellithorpe their **heirs and assigns, forever.**

And Homeland, Inc., does ~~do~~ **covenant with the said** Gordon I. Ellithorpe and wife, Otis Evelyn Ellithorpe **that** it is **lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.**

And Homeland, Incorporated does ~~do~~ **further covenant and bind** itself, its successors ~~heirs~~ **and representatives, to warrant and forever defend the title to the said land to the said** Gordon I. Ellithorpe andwife, Otis Evelyn Ellithorpe, their **heirs and assigns against the lawful claims of all persons, whomsoever.**

Witness our **hand** s **this** 7th **day of** November **19**57

ATTEST:

[signature]

W. P. Yarbrough, Sec'y.-Treasurer

HOMELAND, INCORPORATED

By [signature]

Tommy Summers, Vice-President