K 2806

TENNESSEE TITLE COMPANY

WARRANTY DEED — FORM 1001 — Published by Tennessee Title Company

For and in consideration of the sum of ONE THOUSAND, EIGHT HUNDRED AND 00/100----------($1,800.00)----------DOLLARS cash in hand paid by C. O. Evetts and wife Birdie B. Evetts, the receipt of which is hereby acknowledged, we, John Fox and wife Eddie G. Fox

have bargained and sold, and by these presents do transfer and convey unto the said C. O. Evetts and wife Birdie B. Evetts, 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 the easterly part of Lot No. 13 and the westerly part of Lot No. 14, on the plan of T. M. Nall's Subdivision, of record in Book 421, page 63, Register's Office for said County, as shown on a copy of a survey of Lots Nos. 13, 14, and part of 15 of said subdivision made by Clyde D. Anderson, Surveyor, May 4, 1957, as follows:

Said parts of said Lots adjoin and front together 62 feet on the south side of Robertson Road and extends back between parallel lines 217.8 feet to a dead line.

Being part of the property conveyed to John Fox and wife, Eddie G. Fox, by deed from Arthur Sender and wife, of record in Book 2644, page 105, said Register's Office.

This conveyance is made subject to the following conditions and restrictions which will run with the land and be binding upon the grantees, their heirs and assigns, until January 1, 1985:

(1) No building shall be erected upon or moved onto said land to be used otherwise than for a private dwelling or improvements in connection therewith; and said dwelling shall be of either brick or brick veneer construction and shall contain at least 850 square feet of floor space, exclusive of porches and garages and shall be located in conformity with the setback of the houses on either side.

(2) No nuisance of any kind shall be permitted or maintained on the premises nor any use thereof made or permitted which shall be noxious or dangerous nor detrimental

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said C. O. Evetts and wife Birdie B. Evetts, their heirs and assigns, forever.

And we do covenant with the said C. O. Evetts and Birdie B. Evetts 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 do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said C. O. Evetts and Birdie B. Evetts, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 25 day of September, 19 58

John Fox
Eddie G. Fox

STATE OF TENNESSEE
DAVIDSON COUNTY

Before me, J. H. Nabb Jr., a Notary Public in and for said County and State, the within named John Fox and wife Eddie G. Fox

the bargainors, 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 Nashville, Tennessee, this 25 day of September, 19 58

Commission expires Aug 4-1962

J. H. Nabb Jr.
Notary Public

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