K 2877

WARRANTY DEED Form 1001 Published by Tennessee Title Company

For and in consideration of the sum of $ 5.00

---- Five and no/100ths ----- DOLLARS

cash and other good and valuable considerations paid by Ewing Nicholson and wife, Jessie A. Nicholson, receipt of which is hereby acknowledged;

Woodhaven Homes, Inc., a corporation organized and existing under the laws of the State of Tennessee, has / ~~have~~ does bargained and sold, and by these presents do transfer and convey unto the said Ewing Nicholson and wife, Jessie A. Nicholson, 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. 11 on the Map of Fieldcrest Estates as of record in Book 2331, page 124, Register's Office for said County. Said Lot No. 11 fronts 215.2 feet on the north side of Brentview Drive and runs back between lines. 224.9 feet on the east line and 223.7 feet on the west line to a dead line on which it measures 179.6 feet. Being part of the property conveyed to Woodhaven Homes, Inc., by deed from W. H. Grissim, Jr. and wife, of record in Book 2451, page 185, said Register's Office.

Said property is conveyed subject to the restrictions filed for record June 13, 1956, in Book 2542, page 219, said Register's Office, and also subject to the following restriction which shall be a covenant running with the land: "No dwelling shall be erected on the property herein conveyed to us costing less than $19,000.00, exclusive of land, nor shall any dwelling be erected on said lot unless, if a one story dwelling with attached garage, it has a minimum floor area of 1,600 square feet; if a one and one-half or two story dwelling, it shall have a minimum first floor area of 1,400 square feet, but if a garage is built in the basement of the dwelling, these areas shall be increased by not less than 200 square feet; split level dwellings (living area on two levels but not one above the other) shall have a minimum floor area of 1,600 square feet." Said property is also subject to easements and owner's certificate as set out on the plan of said Subdivision which is of record in Book 2331, page 124, said Register's Office.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Ewing Nicholson and wife, Jessie A. Nicholson, their heirs and assigns, forever.

And Woodhaven Homes, Inc., / ~~I~~ does covenant with the said Ewing Nicholson and wife, Jessie A. Nicholson that we are lawfully seized and possessed of said land in fee simple; ~~have~~ has a good right to convey it, and the same is unencumbered, except for 1959 taxes which purchasers assume and agree to pay.

And Woodhaven Homes, Inc., does ~~I~~ further covenant and bind itself, its heirs and representatives, to warrant and forever defend the title to the said land to the said Ewing Nicholson and wife, Jessie A. Nicholson, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 12th day of February, 1959.

ATTEST:

By Mildred W. Mullins
Secretary

WOODHAVEN HOMES, INC.

By C. O. Kelley
President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained. Witness my hand and official seal at _____, Tennessee, this _____ day of _____, 19____.

Commission expires _____

_____
Notary Public

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