BK 2906

WARRANTY DEED

THIS FORM FURNISHED BY ATTORNEYS TITLE CO

For and in consideration of the sum of 750.00

Seven Hundred Fifty and No/100 - - - - - - - - - - - - - - - - - - DOLLARS

cash in hand paid by Roy M. Jones and wife, Mallissia Jones, the receipt of which is hereby acknowledged,

Homeland, Incorporated, a Corporation organized and existing under the laws of the State of Tennessee, has ~~hereby~~ bargained and sold, and by these presents do transfer and convey unto the said Roy M. Jones and wife, Mallissia Jones, 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. 18 of Block "GG" on the Revised Map of Fairview Subdivision, as of record in book 1130, page 54, Register's Office for said County.

Said lot No. 18 fronts 100 feet on the northeasterly side of West Hamilton Road and runs back 356.4 feet on the northwesterly line and 368 feet on the southeasterly line to a dead line, measuring 50 feet thereon.

Being part of the real property conveyed to Homeland, Inc., by deed from W. Raymond Denney, Trustee, dated December 15, 1944, filed January 2, 1945, and recorded in book 1255, page 453, said Register's Office.

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 with 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 and shall 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 Roy M. Jones and wife, Mallissia Jones their heirs and assigns, forever.

And Homeland, Inc., does ~~do~~ covenant with the said Roy M. Jones and wife, Mallissia Jones 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, except by taxes for the year 1959 which are assumed by the grantees.

And Homeland, Inc., does further covenant and bind itself, its successors ~~heirs~~ and representatives, to warrant and forever defend the title to the said land to the said Roy M. Jones and wife, Mallissia Jones their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 24th day of February 1959

ATTEST:

W. P. Yarbrough, Secty.-Treas.

HOMELAND, INCORPORATED

By: Tommy Sanders, Vice-President

PG 623