BK 2999

WARRANTY DEED

THIS FORM FURNISHED BY ATTORNEYS TITLE CO

For and in consideration of the sum of $10.00

TEN AND NO/100 - DOLLARS

cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged,

We, Morris F. Estes and wife, Joyce P. Estes

have bargained and sold, and by these presents do transfer and convey unto the said Charles R. Moore and wife, Margaret W. Moore and John B. Woodard and wife, ~~Essie~~ Estie J. Woodard their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit: A certain tract or parcel of land in the 11th Civil District of Davidson County, State of Tennessee, as follows:

Being Lot No. 1 in Block "A" on the unrecorded map of Home Acres, a revision of the First subdivision of Home Acres, as subdivided by Blanchard and Parrish, Engineers, described as follows:

Beginning at a point on the Northerly margin of Neely's Bend Road, at the common corner of Lots 1 and 2 in said block, thence with the line between said lots, Northerly 275 feet to the South line of lot 32, thence with the line between Lots 1 and 32, Easterly, 103.2 feet to the westerly margin of Larkin Springs Road, thence with the margin of the said road, Southerly, 215.2 feet to the beginning of a curve, thence with said curve southwesterly 37.5 feet to the northerly margin of Neely's Bend Road, thence with the margin of said road westerly 68.2 feet to the beginning.

Said property is conveyed subject to the following restrictions:

1. That no part of said property or improvements thereon shall be sold or leased to any person or persons of African descent.
2. That no alcoholic liquors shall be manufactured or sold on any part of said property or the improvements thereon.
3. No residence shall be built on this property costing less than $3,000.00.
4. No building or part thereof shall be built nearer the front line of said lot than 120 feet back from said line.
5. No garage shall be built on said property and occupied as a permanent residence.
6. No buildings or other improvements of any kind shall be erected on said property to be used otherwise than private dwelling house.

The above restrictions and covenants shall run with the land and shall be binding upon all subsequent owners and enforceable by the parties hereto and all subsequent owners of said property.

Being the same property conveyed to Morris F. Estes and wife, Joyce P. Estes, by deed from Paulina Phillips, of record in Book 2926, page 313, Register's Office for Davidson County, Tennessee.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Charles R. Moore and wife, Margaret W. Moore and John B. Woodard and wife, ~~Essie~~ Estie J. Woodard, their heirs and assigns, forever.

And we do covenant with the said Charles R. Moore and wife, Margaret W. Moore and John B. Woodard and wife, ~~Essie~~ Estie J. Woodard 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, Morris F. Estes and wife, Joyce P. Estes do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Charles R. Moore and wife, Margaret W. Moore and John B. Woodard and wife, ~~Essie~~ Estie J. Woodard their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 5th day of January, 19 60

Morris F. Estes

Joyce P. Estes

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