K 3254

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid to me by Margaret Wemyss Connor, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, Elizabeth Lyle Starr, a widow, have bargained and sold, and by these presents do transfer and convey unto the said Margaret Wemyss Connor, her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being a 1.5 acre tract, shown on the plan of the Resubdivision of Parts of Lots 173, and 176, and all of Lots Nos. 174 and 175, Royal Oaks, as of record in Book 2900,page 137, Register's Office for said County.
Said tract of 1.5 acres fronts 165 feet on the west side of Westview Avenue, and extends back 411.7 feet on the north line and 409.5 feet on the south line, to a dead line in the rear on which it measures 165 feet.
Being part of the property conveyed to Elizabeth Lyle Starr, by deed from Royal Oaks Land Company, as of record in Book 998, page 658, said Register's Office.

There is further conveyed to the said Margaret Wemyss Connor, and her heirs and assigns, forever, a continuing right, in the nature of a covenant running with the land, to construct upon the property retained by the grantor, Elizabeth Lyle Starr, as shown upon the plan of subdivision hereinabove referred to of record in Book 2900, page 137, a disposal field or fields for use with the septic tank or tanks to be constructed on the property herein conveyed to Margaret Wemyss Connor, together with a continuing right of access for maintenance of such field or fields, and construction of additional fields; provided, however, that such disposal field shall be for use only with a one-family dwelling upon the property herein conveyed to the said Margaret Wemyss Connor as a building site, and further provided that, in the event access to a public sanitary sewer shall be provided for the property herein conveyed to the said Margaret Wemyss Connor, then the right to use the property retained by the Grantor, her heirs and assigns, shall terminate not more than two (2) years after such public sanitary sewer shall become available for use by the said Margaret Wemyss Connor, her heirs, successors and assigns. The extent of such disposal field may be not more than 275 feet southerly from the south boundary of the property hereinabove conveyed to Margaret Wemyss Connor and not more than 75 feet east of the present westerly boundary line of the property of Elizabeth Lyle Starr.
The property hereinabove described is also subject to certain restrictive covenants of record in the deed from Royal Oaks Land Company to Elizabeth Lyle Starr dated January 4, 1937 and of record in Deed Book 998, page 658, Register's Office of Davidson County, Tennessee, which are incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Margaret Wemyss Connor, her heirs and assigns, forever.

And I do covenant with the said Margaret Wemyss Connor that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except as hereinabove set out, and taxes for the year 1961 which are to be prorated as of date of deed and paid by the grantee herein.

And I, Elizabeth Lyle Starr, do further covenant and bind myself, my heirs and representatives, to warrant and forever

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