K 3534

WARRANTY DEED

The DAVIDSON COUNTY TITLE CO. INC.

For and in consideration of the sum of TEN AND NO/100 - DOLLARS ($[illegible]),

cash in hand paid by the grantees herein and other good and valuable considerations,

the receipt of all of which is hereby acknowledged.

We, Ernest H. Johnson and wife, Flora [illegible] Johnson,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto

William [illegible] Burger, Jr., and wife, Jeanne F. Burger,

hereinafter called the Grantee, his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in the [illegible] Civil District of Davidson County, Tennessee, [illegible] survey made for [illegible] H. Johnson by J. [illegible] and [illegible], engineers, on January [illegible], [illegible], as follows:

[illegible] in the center of Pleasant Hill [illegible], said point being [illegible] feet from a point in the center of Pleasant Hill [illegible] which point is in the line of property of John [illegible] as conveyed in Book [illegible], page [illegible], Register's Office for Davidson County, Tennessee; thence South [illegible] degrees [illegible] minutes [illegible] East [illegible] feet to an iron pin; thence [illegible] degrees [illegible] minutes West [illegible] feet to an iron pin; thence [illegible] minutes West [illegible] feet to a point in the center of Pleasant Hill [illegible]; thence North [illegible] degrees [illegible] minutes East [illegible] feet to the point of beginning, containing [illegible] acres, more or less. Being part of the same property conveyed to Ernest H. Johnson and wife, Flora [illegible] Johnson, by deed from Annie Sarah Thornton of record in Book [illegible], page [illegible], Register's Office for Davidson County, Tennessee

This conveyance is made subject to the following restriction which shall be considered as a part of the consideration for this conveyance and which shall run with the land and be binding upon the grantees, their heirs, assigns and representatives to wit: [illegible] only one dwelling with a minimum living area of [illegible] square feet shall be constructed on the herein conveyed property; (2) All exterior walls of the dwelling shall be of any material other than asbestos or similiar type shingles; [illegible] the herein conveyed lands shall be used for residential purposes only and to the exclusion of any commercial use whatsoever.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the Grantee, his heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee that he is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered.

The Grantor further covenants and binds himself, his heirs, successors and representatives to warrant and defend the title to the said land to the Grantee, his heirs, successors and assigns against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, the Grantor has hereunto set his hand on this, the [illegible]th day of April, 19[illegible]

[illegible signature]

[illegible signature]

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named Ernest H. Johnson and wife, Flora [illegible] Johnson

the bargainor(s), 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 Donelson, Tennessee,

this, the 10th day of April, 19 63

[illegible signature]
Notary Public

My commission expires: October 20, 1965

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