K 3673

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of

Ten Dollars ($10) paid in cash in hand Dollars

to us paid by Texico Conference Association, of Seventh-Day Adventists, Grantee; We, Underwood Morgan Bale and wife, Cecil Esther Bale, Grantors,

have bargained and sold, and by these presents to transfer and convey unto the said Texico Conference Association of Seventh-Day Adventists heirs and assigns, a certain tracts or parcels of land in Davidson County, the 11th Civil District, Tennessee, as follows:

Being Lots Nos. 11 and 12, in Block "A" on the unrecorded plan of Homeacres, (divided) as sub-divided by Blanchard and Parrish, Surveyors.
Each of said lots front 100 feet on the east side of Center Street and run back between parallel lines 334.7 feet to a line in the rear and measure 100 feet each on said rear line.

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.

Being the same property conveyed to A. Burwell Bradley and wife, Mary D. Bradley, by deed from the Layman Foundation, a corporation of Davidson County, Tennessee, of record in Book 1902, page 63, Register's Office for said County.

Second Tract: Being Lot 10 in Block "A" on the Unrecorded Plan of Homeacres, as sub-divided by Blanchard and Parrish, surveyors.

Said Lot 10 in Block "A" fronts 100 feet on the east side of Center St., has a depth on the North line of 334.7 feet, rear line measures 100 feet and South line measures 336.1 feet.

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.

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 part of the property conveyed to The Layman Foundation by deed of Neely's Bend Realty Plan, of record in Book 772, page 346, Register's Office for Davidson County, Tennessee.
The grantor herein reserves to itself, its successors and assigns, the right of ingress and egress in an Easterly direction along either the North or South line of said Lot 10 to the rear of said lot for the purpose of laying a water line to Lots 31 and 32 in Block "A" on the Unrecorded plan of Homeacres, or making any necessary repairs to the same should this be necessary.

To have and to hold the said tract or parcels of land with the appurtenances, estate, title, and interests thereto belonging, to the said Underwood Morgan Bale and wife Cecil Esther Bale, heirs and assigns, forever. And we do covenant with the said Morgan Bale and wife, Cecil Esther Bale that we lawfully seized and possessed of said land in fee simple; have a good right to convey it and the same is unincumbered.

And we do further covenant and bind our heirs and representatives, to warrant and forever defend the title to said land to the said TEXICO CONFERENCE ASSOCIATION OF SEVENTH-DAY heirs and assigns, against the lawful claims of all persons whomsoever.

Witness our hands the 10 day of December, 1963.

Witness

Ada DeBrahm

Underwood Morgan Bale
Cecil Esther Bale

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