Book 3850 Page 899 Was Missing

and westerly margins thereof,from Ninth Street to Seventeeth Street, recorded on June 30,1950,in book 1853,page,281 and page 257,Register's Office for Davidson County,Tennessee,so as to change Dodson Street from a public street to a private driveway,this conveyance of lot 32 in Section C.,is being made subject to an easement in Dodson Street for a private road and public utilities only.

The following covenants to be deemed and considered as covenants running with the land,and,binding upon grantee and all future owners of the property located within the "OLD HICKORY VILLAGE",in the Fourth civil district of Davidson County,Tennessee,are expressly made a part of this conveyance by agreement between GRANTORS and GRANTEE:

1. No trade or business of any kind or character which might result in a nuissance shall be erected,permitted,maintained,or,operated upon any of the land included in the said tract,nor,shall any building designed or intended for use for any such purpose be erected thereon;
2- No nuissance shall be permitted nor maintained upon any postion of said property;
3- No sale of alcohol beverages shall be permitted;
4-No poultry,hogs, attle,or other live stock shall be kept thereon;
5-No building shall be erected on the land,except a building designed and used for residential purposes,and,no such building shall be designed or used for the accommodation of more than two separate dwelling units,each lagre enough to accommodate only one family,and,no structure shall be erected on the property,in addition to the dwelling house except a garage building and servant's dwelling,not to exceed 2 stories in height,and,not to exceed space for the storage of 2 automobiles
6-No trailer,basement,tent,or,outbuildings erected on the tract shall at any time be used as a residence,temporary or permanent with the exception of the servants' quarters,as permitted in the preceding paragraph;
7- The foregoing civenants shall be binding on the GRANTEE and all future owners of the property for a period of twenty(20) years from July 1,1947;
8- GRANTEE and all furture owners of the tract agree to comply strictly with all applicable zoning restrictions promulgated from time to time by the Quarterly County Court of Davidson County,and,all plans for new buildings erected on any portion of the tract must be submitted to E.I.du PONT de NEMOURS and COMPANY,a Delaware Corporation,its successors and assigns,with the right reserved to said Delaware Corporation to specify position of buildings on the lot and type of contruction of all buildings until such date as said E.I.du PONT de NEMOURS and COMPANY,its successors or assigns ,may relinquish such rights in regard to buildinga by a written instrument,duly executed and recorded in the Register's Office for Davidson County,Tennessee,which date shall in no event exceed twenty (20) years from July 1,1947.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said MARY E. BROOKS, her

heirs and assigns, forever. And we do covenant with the said MARY E. BROOKS

that we are 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 ourselves, our

heirs and representatives, to warrant and forever defend the title to said land to the said MARY E. BROOKS, her

heirs and assigns, against the lawful claims of all persons whomsoever. ~~As further consideration for the purchase of the property herein conveyed, the Grantee assumes the payment of the deferred payments of Grantor's money.~~

Witness our hand s, this 2nd day of January, 19 65

Witness:

W. J. Clark

Esther a. Clark

Geo Tomlinson

Wm H. Clark

ACKNOWLEDGMENT BEFORE COUNTY COURT CLERK

STATE OF TENNESSEE, COUNTY

Personally appeared before me, , Clerk of the County Court of said County, the within named

the bargainor , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein named.

Witness my hand, at office, this day of , 19

....., Clerk.

....., D. C.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, JACKSON COUNTY

Personally appeared before me, G. D. Anderson , a Notary Public in and for said County and State, the within named --W. T. CLARK and wife ETHEL A. CLARK---

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 Gainesboro, Tennessee, this 2nd day of January, 19 65

My Commission Expires January 10, 19 67 G. D. Anderson

Notary Public.

STATE OF TENNESSEE,.....COUNTY.

Register's Office,....., 19.....

I,....., Register of said County, do certify that the foregoing Deed and Certificate are registered in said office, in Book No....., page.....; that they were received ....., 19....., at.....o'clock.....M., and entered in Note Book....., Page.....

.....

Warranty Deed

FROM

W. T. CLARK ET UX

To

MARY E. BROOKS

STATE OF TENNESSEE

.....COUNTY.

Register's Office

Received for record the.....day of

....., A.D. 19....., at.....o'clock.....M. Noted in Note Book ....., page....., and recorded in Book of Deeds....., Vol....., Page.....

Fee Paid, $.....

Witness my hand,

....., Register.

State Tax . . . . . $.....

Clerk's Fee . . . . . $.....

Total . . . . . $.....

Paid this.....day of....., 19.....

.....
County Court Clerk.

(Box 687-1) MARSHALL & BRUCE-NASHVILLE

65144

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 14 11 45 AM '95

RECORDING FEE 110 PAGE 238

DEP. REG.

STATE TAX $ 1.00

PROBATE .50

TOTAL $ 1.50

JAN 14 1995

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JAN 14 1995

C 7

BOOK 3850 PAGE 902