This instrument was prepared by Elmer D. Davies, Jr.

BOOK 4094 PAGE 392

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Frank E. Jones	same	Map 102-12
(NAME)	(NAME)	
724 Summerly	same	Par. 98
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn.		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

For and in Consideration of the sum of ten and no/100 ($10.00) *DOLLARS*

cash in hand paid by Frank E. Jones and wife, Audrey J. Jones, and other good and valuable considerations, the receipt of all of which is hereby acknowledged,

Elmer D. Davies, Jr. and wife, Lucy Lee Davies,

have bargained and sold, and by these presents do transfer and convey unto the said Frank E. Jones and wife, Audrey J. Jones, their

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being Lot No. 274 on the Plan of Hillwood Estates, Section 11, as of record in Book 2663, page 38, Register's Office for said County. Said Lot No. 274 fronts 147 feet on the northerly side of Summerly Drive and extends back between parallel lines 390 feet to a dead line. Being the same property conveyed to Elmer D. Davies, Jr. and wife, Lucy Lee Davies, by deed from H. G. Hill Realty Company dated June 13, 1958, filed June 25, 1958, and recorded in Book 2753, page 516, said Register's Office.

This conveyance is made subject to a 10-foot utility easement along rear line of premises, 125-foot building setback line from Summerly Drive, and conditions of owners certificate, as shown on plan of record in Book 2663, page 38, said Register's Office, the latter providing that no lot shall be subdivided or changed to produce less area until a system of sewers is installed and approved and not then if less area results than established by restrictions on property, and all conveyances by H. G. Hill Realty Company in this subdivision contain building restrictions, a copy of which is hereto attached, and it is understood and agreed that the grantee shall consult with Davidson County Highway Department before the installation of any driveway, culvert, or other structure within the dedicated roadway, and such placement or construction shall be done in accordance with the rules and regulations of said Highway Department.

The above described property is conveyed subject to a Deed of Trust against the same from Elmer D. Davies, Jr. and wife, Lucy Lee Davies, to Albert H. Thomas, Trustee, recorded in Book 2945, page 239, Register's Office for Davidson County, Tennessee. The unpaid balance of said Deed of Trust is the sum of Fifteen Thousand Seven Hundred Sixteen & 66/100 ($15,716.66) Dollars which said sum with interest thereon, as set out in said instrument, the grantees herein agree to assume and pay as part of the consideration of this conveyance.

The land herein conveyed is sold and conveyed subject to the following covenants and restrictions which are hereby agreed and declared to be and constitute covenants running with the land, binding on the Grantee and the heirs, successors or assigns of Grantee for a period of twenty-five years from and after December 31, 1950, to-wit:

1. Said land shall be used for residential purposes only; and only one house is to be erected or constructed on said land above described, and no outhouse or outhouses are to be erected or constructed on said above described property, other than a garage, which shall be in strict harmony with the residence built on said lot. No building or buildings shall be nearer than 20 feet to the side lines, or rear line of the lot, and said garage shall in no event be in front of the building line established for residences, as hereinabove set out; the doors or entrance to the garage shall not face upon Summerly Drive.

2. A one story residence shall contain not less than 1600 square feet on first floor plus an attached garage of not less than 400 square feet of area. A one story residence shall contain not less than 1700 square feet on first floor plus an attached garage of not less than 200 square feet of area. A one story residence with basement garage shall contain not less than 1800 square feet of area, exclusive of basement and attic area. A two story residence with basement garage shall contain not less than 1600 square feet of area on first floor and 800 square feet of area on second floor exclusive of basement and attic area. No apartment house, duplex, or other multiple dwelling house or boarding house, nor any commercial enterprise, shall be constructed, operated or maintained on the above described land.

3. All buildings erected on said land must follow a distinctive design, the garage must harmonize with the residence. Plans and specifications and location plot plans must be submitted to and approved by Grantor, its successors, or assigns, prior to commencement of excavation or construction on said land. No building shall be constructed or maintained on said land unless plans and specifications and plot plans have been submitted and approved as aforesaid and unless construction of said building has been prosecuted and completed in strict accord with the approved plans and specifications. All construction work must be prosecuted with all due diligence and no incompleted structures shall be permitted to exist nor shall same be maintained upon said land for a period longer than ninety (90) days after cessation of actual construction work thereon in manner and by the customary number of workmen usually employed in constructing houses in Hillwood Estates Subdivision.

4. It shall not be permissible to erect a temporary building on said property and no garage or garage house shall be permissible or occupied or maintained on said property except as an adjunct to or for use and occupancy by the occupants of the residence house on said property.

5. No cows, swine or other nuisance shall be permitted to be kept on said property, and the premises shall not be used for the raising or maintenance of any live stock, poultry or fowls.

6. In the event one or more of the foregoing restrictions are declared to be null and void, or unconstitutional by any Court of competent jurisdiction in a suit involving said property or said restrictions, all other restrictions shall be and remain in full force and effect.

unimproved ( )
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Frank E. Jones and wife, Audrey J. Jones, their *heirs and assigns, forever.*

And we *do covenant with the said* Frank E. Jones and wife, Audrey J. Jones, *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.* except for taxes for the year 1967, which are prorated and assumed by the grantees, and except as stated herein.

And Elmer D. Davies, Jr. and wife, Lucy Lee Davies, *do further covenant and bind* themselves, their successors *heirs and representatives, to warrant and forever defend the title to the said land to the said* Frank E. Jones and wife, Audrey J. Jones, their *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand* s *this* 16th *day of* January, *19* 67, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Elmer D. Davies Jr.
Lucy Lee Davies

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named.....

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

Witness my hand and official seal at....., Tennessee, this..... day of....., 19.....

....., Notary Public.

Commission Expires.....

STATE OF TENNESSEE
COUNTY OF GILES

Personally appeared before me, Opal Gilliam, *a Notary Public in and for said County and State, the within named* Elmer D. Davies, Jr. and wife, Lucy Lee Davies

....., 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 Pulaski, Tennessee, *this* 16th *day of* January, *19* 67.

Opal Gilliam, *Notary Public.*

Commission Expires July 22, 1969

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared....., with whom I am personally acquainted, and who, upon oath, acknowledged.....self to be..... .....of the ....., the within named bargainor, a corporation, and that .....he as such....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by.....self as.....

Witness my hand and seal, at office in.....,
this.....day of....., 19.....

.....
Notary Public

Commission Expires.....

STATE TAX $ 46.50
PROBATE .50
TOTAL $ 47.00

JAN 18 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JAN 18 1967

BOOK 4094 PAGE 396

21 022 0

WARRANTY DEED

FROM

Elmer D. Davies, Jr., et ux

TO

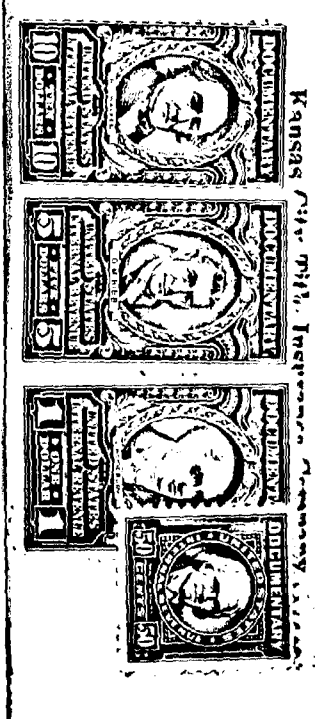
Frank E. Jones, et ux

FILE: SALES REALTY CO.

57537

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 18 11 26 AM '67
NOTE BOOK 115 PAGE 622
RECORDING FEE $ 3.00
DEP. REG. 1.00



Kansas City Title Insurance Company

Compliments of

Guaranty Title Company

A Division of