

593, Register's Office Cumberland County, Tennessee.

To have and to hold the above described tract or parcel of land to the grantees herein named, their heirs and assigns, in fee simple, forever.

We covenant with the grantees herein named, their heirs and assigns, that we are lawfully seized and possessed of said land, have a good and lawful right to convey the same, that it is free and unencumbered; and, we will forever warrant and defend the title thereto against the the lawful claims of all persons whomsoever, and we bind our heirs, assigns and representatives by the above covenants.

Witness our hands and signatures this the 6th day of September, 1962.

\$6.60 U. S. Rev. Stamps cancelled.

J. Floyd Kinser  
J. Floyd Kinser

Effie L. Kinser  
Effie L. Kinser

State of Tennessee  
Cumberland County

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared J. Floyd Kinser, one of the within named bargainors, with whom I am personally acquainted and who acknowledged the execution of the within and foregoing instrument as his free act and deed for the purposes therein contained.

Witness my hand and seal of office this the 17th day of September, 1962.

(SEAL)

My commission expires: Nov. 9, 1963

Wilma Taylor  
Notary Public

State of Florida  
Pinellas County

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared Effie L. Kinser, one of the within named bargainors, with whom I am personally acquainted and who acknowledged the execution of the within and foregoing instrument as her free act and deed for the purposes therein contained.

Witness my hand and seal of office this the 6th day of September, 1962.

(SEAL)

My commission expires: Sept. 22, 1962

Dorothy J. Sapp  
Notary Public

State of Tennessee,  
Cumberland County:

I hereby certify that the foregoing deed and certificate were filed for registration at 11:15 A. M., Sept. 25, 1962. Noted in Note Book "J", page 161, and recorded this Sept. 27, 1962.

*Gladys H. Derrick*  
Register

WILLIAM E. MAYBERRY, JR. ET AL TO HARRY A. HALSTEAD & WIFE

FOR AND IN CONSIDERATION OF the sum of One Thousand (\$1,000) Dollars, Eight Hundred (\$800) Dollars of which is cash in hand paid, the receipt of which is hereby acknowledged, and the balance of Two Hundred (\$200) Dollars being evidenced by one promissory note of the grantees herein, of even date herewith and due on or before April 17, 1963; said note being payable at the rate of Twenty-Five (\$25) Dollars per month; the first payment being due on the 17th day of September, 1962, and the remaining payments being due consecutively on the same day of each and every month thereafter until paid in full; interest at the rate of 6% per annum to be paid on February 17, 1963 (\$6.00), and April 17, 1963 (50¢); to secure the payment of which note A GOOD AND VALID LIEN IS HEREBY RETAINED on the property herein conveyed, we,

WILLIAM E. MAYBERRY, JR. and CARROLL H. DAVENPORT, have this day bargained and sold and by these presents do hereby transfer and convey unto HARRY A. HALSTEAD and wife, EDITH HALSTEAD, their heirs, assigns and representatives, a certain tract or parcel of land, situated, lying and being in the First Civil District of Cumberland County, Tennessee, more particularly described as follows:

BEGINNING at a stake in the south right-of-way of Shadberry Drive; thence, with said Shadberry Drive, North 85° 30' East 250 feet to a stake; thence South 03° 00' West 367 feet to a stake; thence South 85° 30' West, and parallel to Shadberry Drive, 250 feet to a stake; thence North 03° 00' East, and parallel to the second line, 367 feet to the BEGINNING, containing 2.11 acres, more or less.

Said tract or parcel of land being a part of the same land conveyed to the grantors herein by M. E. Dorton, Trustee, by deed dated April 23, 1959, which deed is of record in Deed Book 53, Page 597 et seq, of the Register's Office of Cumberland County, Tennessee.

This conveyance is made subject to the conditions, restrictions and reservations contained in two certain deeds from the United States of America to M. E. Dorton, Trustee, which two deeds are of record in Deed Book 37, Pages 568 and 594, of the Register's Office of Cumberland County, Tennessee, and said conditions, reservations and restrictions become a part hereof by reference thereto, as fully and completely as if incorporated herein.

The above described tract or parcel of land shall be used for residential purposes only, and not more than two dwelling houses shall be constructed on the front one-half of this tract. Houses not to cost less than \$10,000, and be built on a line of not less than fifty feet from the edge of the road and/or street; and shall not exceed two and one-half stories in height. If a one-story house is built, it shall contain not less than 1200 square feet of floor space. If a two-story house is built, it shall contain not less than 800 square feet on the first floor, together with such out buildings as storage house and/or other out buildings incidental to residential use of the above described tract or parcel of land.

No noxious or offensive trade or activity shall be carried on upon such tract or parcel of land, nor shall anything be done thereon which may be or become an annoyance<sup>or nuisance</sup> to the neighborhood, nor shall any swine, goats or sheep be kept on the above described tract or parcel of land.

No basement, tent, shack, garage, barn or other out buildings erected on the above described tract or parcel of land shall at any time be used as a residence permanently, nor shall any structure of a temporary character be used as a residence permanently.

An easement is expressly reserved over the front and/or side five feet of said tract or parcel of land for utility installations and maintenances.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until March 14, 1977, at which time said covenants shall automatically extend for successive periods of ten years, unless by vote of the surrounding property owners, it is agreed to change said covenants in whole or in part.

TO HAVE AND TO HOLD the above described tract or parcel of land to the grantees herein named, their heirs, assigns and representatives, forever, subject to the above covenants, conditions, reservations and restrictions.

We covenant with the grantees herein, their heirs, assigns and representatives, that we are lawfully seized and possessed of said land, have a good and lawful right to convey the same, that it is unencumbered; and that we WILL FOREVER WARRANT AND DEFEND the title thereto to the grantees herein, their heirs, assigns and representatives, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER, and we bind our heirs, assigns and representatives, by the above covenants.

Witness our hands and signatures on this, the 22d day of September, 1962.

\$1.10 U. S. Rev. stamps cancelled.

William E. Mayberry, Jr.  
William E. Mayberry, Jr.

Carroll H. Davenport  
Carroll H. Davenport

State of Tennessee

County of Cumberland

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, William E. Mayberry, Jr. and Carroll H. Davenport, the within named bargainors, with whom I am personally acquainted and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained and expressed.

Witness my hand and official seal of office, at Crossville, Cumberland County, Tennessee, on this, the 22 day of September, 1962.

(SEAL)  
My commission expires the 27 day of January, 1965.

Ben H. Draughn, Jr.  
Notary Public

State of Tennessee,

Cumberland County:

I hereby certify that the foregoing deed and certificate were filed for registration at 1:10 P. M., Sept. 25, 1962. Noted in Note Book "J", page 182 and recorded this Sept. 28, 1962.

Gladys H. Derrick  
Registrar

#### HATTIE ADAMS TO ROY E. SWALLOWS & WIFE

For and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, receipt of all of which is hereby acknowledged, together with other good and valuable considerations not herein mentioned, I, Hattie Adams, widow of Tom Adams, deceased, have this bargained and sold and by these presents do hereby bargain, sell, transfer and convey unto Roy E. Swallows andwife, Rellie J. Swallows, their heirs, assigns and representatives, the following described tract or parcel of land, lying and being in the FIRST CIVIL DISTRICT of Cumberland County, Tennessee, bounded and described as follows:

Beginning at a stone, Roe's Southeast corner, Creston Road; thence South 15 East 20 poles; thence South 10 East 16 poles; thence South 42 East 11 poles to a stone on West bank of Creston Road, a corner of A. Isham; thence South 3 1/2 West 39 2/10 poles to a stone in Flat Hollow; thence North 32 West 39 poles to a gum and maple point; thence North 45 West 21 poles to a stone and gum pointers; thence North 37 1/2 West with meanders of Baker branch 28 poles to a stone in Roe's South line; thence North 72 East 38 poles and 3/10 of a pole to the beginning corner, containing 15 5/8 acres, more or less.