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receipt of all of which is hereby acknowledged, I, WILEY DIXON, unmarried, do hereby sell, transfer and convey unto GEORGE WATKINS and wife, SOPHERONIA S. WATKINS, the following described real estate in the Second Civil District, Hamilton County, Tennessee:

Being Lot Sixty-one (61) of W. D. Dixon's Addition to Rolando, as shown by plat of record in Plat Book 17, page 16, of the Register's Office of Hamilton County, Tennessee. According to said plat, said lot fronts one hundred twenty-five (125) feet on the northern line of Clark Avenue and extends, between parallel lines, one hundred thirty (130) feet to the southern line of Lot Sixty-six (66) of said subdivision. See deed recorded in Book 948, page 516 in said Register's Office, for prior title.

SUBJECT to the Zoning Act as passed by the State Legislature, Private Acts of 1939, Chapter 460, House Bill No. 1528, as adopted by resolution of the County Council of Hamilton County, Tennessee, on August 13, 1941, and any amendments thereof.

And the further considerations for this conveyance are as follows:

1. That the above mentioned property is restricted for dwelling purposes only and only one (1) dwelling house shall be erected on said property.
2. That no building shall be erected on said property costing less, or of less value, than \$4,000.00, based on current valuation.
3. That no building shall be erected on said property, the front line of which shall not be nearer than 35 feet to the street line, nor shall it be nearer than 10 feet to the side line of said tract.
4. No beer nor intoxicating liquors shall be sold on said property.
5. No trailer, basement, tent, shack or garage or other building of a temporary character shall be erected on or moved onto any lot, nor shall such be used for dwelling purposes.

Restrictions

Should anyone or more of the foregoing stipulations be violated at any time by the grantees herein, their heirs and assigns, or anyone deriving title or rights from or through them, then they or either of them shall be subject and liable at the suit of the grantor, his successors or assigns, or by the then constituted public authorities, to be enjoined by proper process from violating this contract, and shall be liable for costs and reasonable attorney's fees incident to such injunction proceedings, which costs and attorney's fees are agreed upon as liquidated damages, and shall be liable for such other and additional damages as may accrue.

The entire contract between the parties hereto is stated in this deed and the restrictions and limitations are solely for the benefit of the grantor, and the question of further development either of the property herein conveyed, or the properties of the grantor, or of other improvements is no part of the consideration, to all of which the purchasers agree.

The grantees herein assume and agree to pay all taxes for the year 1956.

TO HAVE AND TO HOLD the same unto the said GEORGE WATKINS and wife, SOPHERONIA S. WATKINS, their heirs and assigns, forever in fee simple. I covenant that I am lawfully seized and possessed of said real estate, have full power and lawful authority to sell and convey the same; that the title thereto is clear, free and unencumbered, except as hereinabove mentioned, and I will forever warrant and defend the same against all lawful claims.

WITNESS my hand this 8th day of June, 1956.

  
Wiley Dixon

STATE OF TENNESSEE)  
COUNTY OF HAMILTON)

On this 8th day of June, 1956, before me personally appeared WILEY DIXON, unmarried, to me known to be the person described in and who executed