No. 68019 Richland Realty Co. to/Mead Mrs. Willie Green

For and in Consideration of the sum of Fifty one and 00/100 ($51.00) Dollars.

paid and to be paid by J. J. Green and wife, Willie Green as follows:

One and 00/100 ($1.00) Dollar paid in cash, the receipt of which is hereby acknowledged, and for the remainder the said J. J. Green and wife, Willie Green have executed and delivered their joint promissory note of even date herewith, in the sum of $50.00, payable to the order of the Richland Realty Company, and falling due May 7th, 1916, without interest,- A lien is hereby expressly retained on the property herein conveyed to secure the payment of said note, and for other considerations hereinafter set out,- The Richland Realty Company, a corporation organized and existing under the laws of the State of Tennessee, has bargained and sold and by these presents does transfer and convey unto the said Willie Green, to her sole and separate use and estate, free from debts, contracts and liabilities of her present or any future husband, with full power to bind, mortgage, sell, convey and contract in regard thereto, the same as if she were a femme sole,-and to her heirs and assigns, a certain property in Davidson County, Tennessee, as follows;- Being the easterly part of lot number "one" (1) in the Richland Realty Company's Company subdivision of lots Nos. 328, 329 and 356 in West Lorn Addition, the plan of which is of record in Book 421, page 79, of the Register's Office for Davidson County, Tennessee. Said part of said lot No. 1 is triangular in shape and fronts one hundred; seventy-eight (178) feet on the south side of Murphy Road,-the westerly boundary line of said part of said lot No. 1 beginning at a point on the south side of Murphy Road, 50 feet east of the northwest corner of said lot No. 1, running back northwardly along a line parallel with the boundary line of lots Nos. 1 and 2 in said plan to a point in the north margin of an alley in the rear,- It is expressly covenanted and agreed by and between the said Richland Realty Company and Willie Green, as follows;- 1st-That no shop, store, factory, saloon or business house of any kind; no asylum or institution of like or kindred nature and no charitable institution shall be erected and maintained on the premises hereby agreed to be conveyed, and that the premises shall be occupied and used for residence purposes only, and not otherwise. 2nd-That no residence or dwelling house costing less than $1,000.00 shall be erected or kept on said lot fronting on the Murphy Road. 3rd-That no residence or dwelling house costing less than $1,000.00 shall be erected or kept on said lot fronting on the Murphy Road. 3rd-That no residence or dwelling house or other structure shall be erected or kept on said land, wholly or partly within 35 feet of Murphy Road. 4th -That no swine shall be kept on said premises, and no nuisance of any kind shall be maintain or allowed thereon, nor any use thereof made or permitted, which shall be noxious or dangerous to health. 5th-That neither the premises nor any part thereof shall be sold, aliened, conveyed or devised to any person or persons of African blood or descent and that no person or persons of African blood or descent shall own or acquire title thereto, either in fee or otherwise, or as tenants or lessees, but this covenant does not preclude or prohibit persons of African blood or descent from living on said premises in the capacity of servants,- The foregoing five stipulation, covenants and conditions are and shall be binding and obligatory upon, and shall be observed by the said Willie Green, her heirs and devisees and assigns, until the first day of January, A. D. 1935; and it is expressly agreed that all and every of said stipulations, covenants and conditions shall attach to and run with the land and shall be binding and obligatory upon all and every person or persons who may now or hereafter own, possess, occupy or use said premises or any part thereof, or any building or structure thereon, under any tenure whatsoever,-

TO HAVE AND TO HOLD, the said tract or parcel of land, with the appurtnances, estate, title and interest thereto belonging to the said Willie Green, her heirs and assigns forever.

And the said Richland *REALTY COMPANY covenants with the said* Willie Green *that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that the same is unincumbered,* except by taxes for the year 1915, which the purchasers hereby assume and agree to pay,-

And the said Richland *REALTY COMPANY does further covenant and bind itself, and its successors to warrent and forever defend the title to said land to the said* Willie Green, her

heirs and assigns, against the lawful claims of all persons whomsoever.

But this conveyance is upon the following conditions, which are a part of the consideration thereof without which this conveyance would not have been made, viz.:

It is expressly agreed by and between the said Willie Green *and the said* Richland *REALTY COMPANY that if any of said notes shall at any time be unpaid, either in whole or in part, and remain after maturity, all of the notes shall thereupon become due.*

The said Willie Green *agree to keep the [illegible] premises [illegible]*

payable [illegible]

further agree that if [illegible]

said holder of said notes, [illegible]

secured by the lien herein reserved, and shall bear interest from the date of payment. If the said Willie Green. *shall fail to repay any premiums or taxes and interest within one month from the payment thereof by the said* Richland *BRANSFORD REALTY COMPANY such failure shall render all of said notes due at the expiration of such time.*

The said Willie Green *further agree that if said notes shall become due upon any contingency hereinbefore stated, the said* Richland *BRANSFORD REALTY COMPANY, or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in some newspaper published in Davidson County, the first publication to be made at least twenty days before the sale, shall have authority and such power is expressly reserved by said* Richland *BRANSFORD REALTY COMPANY to sell the property conveyed, by public auction, at the South door of the Courthouse in Nashville, Tennessee, to the highest bidder, for cash, free from the rights of redemption, homestead and dower; to execute a conveyance to the purchaser, and to apply proceeds of sale—*

First—To the payment of any taxes that may be a lien on the property.

Second—To the payment of all expenses incident to advertising and selling, including a reasonable attorney's fee;

Third—To the satisfaction of the indebtedness secured by said vendor's lien, together with any amount paid for taxes and insurance by the holder of said notes, as herembefore provided for—and, lastly, any balance shall be paid to the said Willie Green *or* her *legal representatives.*

The said Willie Green *further agree s that the said* Richland *BRANSFORD REALTY COMPANY, or the legal holder of the notes then unpaid, may execute the power of sale herein contained without giving bond or taking oath; that the said* Richland *BRANSFORD REALTY COMPANY, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the then holder of said notes becomes the purchaser, the person holding the office of County Court Clerk for said County shall have authority to convey the property to the said purchaser, and the said* Willie Green *further agree that the purchaser may re-enter and take possession of the property without hindrance or delay, and while there in the meantime become and be the tenant at will of the purchaser and removable by process as upon forcible and unlawful detainer suit.*

The said Willie Green *does further agree for* herself, her *heirs and assigns, that whenever* she *or* heir *heirs or assigns, shall request the said* Richland *BRANSFORD REALTY COMPANY, its successors or assigns, or the holders of the notes hereinbefore secured, to execute any partial release of the lien of said notes, or the lien of any number of said notes less than the whole, or whenever it shall become incumbent upon the said* Richland *BRANSFORD REALTY COMPANY, its successors or assigns, or the holder of said notes, to make any such release, that said* Willie Green, her *heirs or assigns, shall pay in advance to the said* Richland *BRANSFORD REALTY COMPANY, its successors or assigns, or the holder of said notes, all the expenses, charges and fees of making such release or releases, and in no event shall the* Richland *BRANSFORD REALTY COMPANY, its successors or assigns, or the holder of said notes, pay or be liable for any such expenses, charges or fees, except for the final release of the entire lien.*

IN WITNESS WHEREOF, the said Richland *BRANSFORD REALTY COMPANY has caused its corporate name to be hereunto subscribed by JOHNSON BRANSFORD, its Vice President, and its corporate seal to be affixed by J. A. ALTHAUSER, its Secretary, on this, the* seventh *day of* May *1915.*

(Seal) Richland *BRANSFORD REALTY COMPANY.*

By Johnson Bransford Vice- *President.*

Attest. J. A. Althauser *Secretary.*

(5521)

As evidence of ----- *their ratification and acceptance of the foregoing terms and conditions,* J. J. Green and wife, Willie Green *join herein and subscribe* their *names hereto.*

This 7th *day of* May *1915.*

J. J. Green

Willie Green

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, Lo. R. Anderson *a Notary Public in and for the State and County aforesaid, personally appeared JOHNSON BRANSFORD and J. A. ALTHAUSER, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the* Vice *President and* Vice *Secretary, respectively, of the* Richland *BRANSFORD REALTY COMPANY, one of the within named bargainors, a corporation, and that they, as such* Vice *President and Secretary, respectively, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, by said JOHNSON BRANSFORD, as* Vice *President, and affixing its corporate seal thereto and attesting same by said J. A. ALTHAUSER, as Secretary.*

Witness my hand and official seal at office in Nashville, Tennessee, this, the 13th *day of* May, *1915.*

(Seal) Lo. R. Anderson *Notary Public.*

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, Jno. A. Pritchett *a Notary Public in and for said County and State, the within named* J. J. Green and wife, Willie Green *the bargainors, with whom I am personally acquainted, and who acknowledged that* they *executed the foregoing instrument for the purposes therein contained.*

And Willie Green *the wife of said* J. J. Green *upon an examination made by me, privately and apart from* her *husband, the said* J. J. Green *the said* Willie Green *acknowledged the execution of the said instrument to have been done by* her *freely, voluntarily and understandingly, and for the purposes therein expressed.*

Witness my hand and official seal at office in Nashville, Tennessee, this, the 13th *day of* May, *1915.*