No. 29626 Bransford Realty Co. to/deed Annie Ziekler

FOR AND IN CONSIDERATION *of the sum of* Eight hundred and twenty-two & 00/100 ($822.00) DOLLARS,

paid and to be paid by Annie Ziekler *as follows:*

One hundred and sixty-four & 40/100 ($164.40) dollars paid in cash the receipt of which is hereby acknowledged, and for the balance the said Annie Ziekler has executed and delivered her eight (8) promissory notes of even date herewith, in the sum of Eighty-two & 20/100 ($82.20) dollars each, payable to the order of the Bransford Realty Company and due on or before, 6, 12, 18, 24, 30, 36, 42 and 48 months, respectively, from date- with interest from date at the rate of six per cent per annum, payable semi-annually,- And to secure the payment of said notes and interest thereon, a lien is hereby expressly retained on the property herein conveyed,- And in the event that there shall be default in the payment of any one or more of said notes and interest, all of said notes shall become due and payable at the option of the legal holder thereof, The Bransford 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 Annie Ziekler (hereinafter called the "grantee") and to her heirs and assigns, a certain lot or parcel of land in Davidson County, Tennessee, as follows: Being lot number "thirty-three" (33) in the Bransford Realty Company's "Westmoreland Place" subdivision, the plan of which is of record in Book 421, page 16 of the Register's Office for Davidson County, Tennessee. Said lot number 33 fronts seventy (70) feet on the southeast side of Westmoreland Drive and extends back in a southeasterly direction 180 feet, more or less, on its eastern margin and 176 feet, more or less, on its western margin to an alley in the rear, having a frontage of 85 feet on said alley.

Received note for $82.20 and lien as mentioned herein paid in full this the 2nd day of May 1922. Must be marked paid and released of record within 30 days from this date. FIRST NATIONAL BANK & TRUST CO. By [illegible] Cashier

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said grantee----, her heirs and assigns, forever; and it is expressly covenanted and agreed by and between the said BRANSFORD REALTY COMPANY and said grantee---- as follows:

First—That no shop, store, factory, saloon, or business house of any kind, no hospital, 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, but the said premises shall be occupied and used for residence purposes only, and not otherwise.

Second—That no residence or dwelling house costing less than $ 1640.00 shall be erected or kept on said lot.

Third—That no residence or dwelling house or other structure shall be erected or kept on said land, wholly or partly, within 35 feet of the street on which said lot fronts.

Fourth—That no swine shall be kept on said premises, and no nuisance of any kind shall be maintained or allowed thereon, nor any use thereof made or permitted which shall be noxious or dangerous to health.

Fifth—That neither the premises nor any part thereof shall be sold, aliened, conveyed 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 stipulations, covenants and conditions are and shall be binding and obligatory upon, and shall be observed by the said grantee----, and heirs, devisees, and assigns, until the first day of January, A.D. 1933; 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; and

The said BRANSFORD REALTY COMPANY covenants with the said grantee----, that it is lawfully seized and possessed of said land, has a good right to convey it, and that it is unincumbered;

And the said BRANSFORD REALTY COMPANY does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said land to the said grantee----, her heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said BRANSFORD REALTY COMPANY has caused its corporate name to be hereunto subscribed by Robert Lusk *Vice* *its President, and its corporate seal to be hereto affixed by* J. A. Althauser, *its Secretary, on this, the* 26th *day of* June *one thousand nine hundred and* twelve *(A. D. 1912).*

(Seal)

BRANSFORD REALTY COMPANY,

Attest J. A. Althauser, Secretary

By Robert Lusk, President

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me Lucien E. Parish, *a Notary Public in and for said State and County, duly qualified and commissioned, personally appeared* Robert Lusk *Vice* and J. A. Althauser, *with whom I am personally acquainted, and who upon oath acknowledged themselves to be the president and secretary, respectively, of the BRANSFORD REALTY COMPANY, the within named bargainor, a corporation, and that they, as such President and secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by said* Robert Lusk *Vice* *as 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, Davidson County, State of Tennessee, this, the 30th *day of* December 1912.

(Seal) Lucien E. Parish, *Notary Public*

My Commission Expires Jan. 4th, 1913.

Received May 7, 1914 at 8:55 A. M.

Recorded May 11, 1914.

No. [illegible] Richland Realty Co. to/deed J.A.Grannis

FOR AND IN CONSIDERATION *of the sum of* one thousand and no/100 ($1000.00) DOLLARS,

paid and to be paid by J.A.Grannis *as follows:*

Two hundred and seventy five and 04/100 ($275.04) dollars paid in cash, the receipt of which is hereby acknowledged, and for the remainder the said J.A.Grannis has executed and delivered his eight (8) promissory notes of even date herewith, payable to the order of the Richland Realty Company, all of said notes being in the sum of ninety and 62/100 ($90.62) dollars each, and due on or before 6, 12, 18, 24, 30, 36, 42, and 48 months respectively from date, with interest from date at the rate of six per cent per annum, payable semi-annually. And to secure the payment of said notes and interest thereon, a lien is hereby expressly retained on the property herein conveyed, And in the event that there shall be default in the payment of any one or more of said notes and interest, the remaining notes shall become due and payable at the option of the legal holder thereof,- 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 J.A.Grannis (hereinafter called the grantee) and to his heirs and assigns, certain lots or parcels of land in Davidson County, Tennessee, as follows. Being lots numbered three hundred and seventy nine (379) and three hundred and eighty (380) in the Richland Realty Company's division "C" the plan of which is of record in Book 421 page 31 of the registers office for Davidson County, Tennessee. Said lot no. 379 fronts sixty feet on the west side of Wilson Avenue and extends back westerly between lines 163 feet more or less, on its northern margin to a line, and 136.5 feet, more or less, on its southern margin to an alley, measuring 40 feet on said line and 51 feet on said alley, and said lot no. 380 fronts seventy feet on the west side of Wilson Avenue and runs back westerly between lines 136.5 feet, more or less, on its northern margin, and 157 feet, more or less, on its southern margin, along the northern margin of an alley, to a point, at which the northern and southern boundary lines of said lot converge

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said grantee----, his---- heirs and assigns, forever; and it is expressly covenanted and agreed by and between the said Richland REALTY COMPANY and said grantee---- as follows:

First—That no shop, store, factory, saloon, or business house of any kind, no hospital, 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, but the said premises shall be occupied and used for residence purposes only, and not otherwise.

Second—That no residence or dwelling house costing less than $ 1250.00 shall be erected or kept on said lot. either of said lots.

Third—That no residence or dwelling house or other structure shall be erected or kept on said land, wholly or partly, within twenty feet of the street on which said lot fronts. lots front.

Fourth—That no swine shall be kept on said premises, and no nuisance of any kind shall be maintained or allowed thereon, nor any use thereof made or permitted which shall be noxious or dangerous to health.

Fifth—That neither the premises nor any part thereof shall be sold, aliened, conveyed 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 stipulations, covenants and conditions are and shall be binding and obligatory upon, and shall be observed by the said grantee----, and heirs, devisees, and assigns, until the first day of January, A.D. 1933; 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; and

The said Richland REALTY COMPANY covenants with the said grantee----, that it is lawfully seized and possessed of said land, has a good right to convey it, and that it is unincumbered;

And the said Richland REALTY COMPANY does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said land to the said grantee----, his heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Richland REALTY COMPANY has caused its corporate name to be hereunto subscribed by Bransford Stone *vice* *its President, and its corporate seal to be hereto affixed by* J.A.Althauser *its Secretary, on this, the* 8th *day of* May *one thousand nine hundred and* thirteen *(A. D. 1913).*

(seal)

Richland REALTY COMPANY,

Attest J.A.Althauser, Secretary

By Bransford Stone, Vice President

The entire debt covered herein having been paid in full to the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 9 day of Dec. 1913. Richland Realty Co. By J.A. Grannis Pres.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me W.J.Esell, *a Notary Public in and for said State and County, duly qualified and commissioned, personally appeared* Bransford Stone *Vice* and J.A.Althauser, *with whom I am personally acquainted, and who upon oath acknowledged themselves to be the president and secretary, respectively, of the Richland REALTY COMPANY, the within named bargainor, a corporation, and that they, as such President and secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by said* Bransford Stone, *as 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, Davidson County, State of Tennessee, this, the 9th *day of* December 1913

(seal) W.J.Esell, *Notary Public*

Received May 21st, 1914 at 9:15 A M.

Recorded May 26th, 1914.