 NO. 25425 REGISTERED MAY 12TH. 1921

DUNCAN F KENNER ET UX TO DEED A J GRIGSBY, JR.

**For and in Consideration** of the sum of ($ 1400.00 )

FOURTEEN HUNDRED---------- DOLLARS,

PAID AND TO BE PAID TO US BY A J GRIGSBY, JR., AS FOLLOWS: THREE HUNDRED AND FIFTY ($350.00) DOLLARS CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED; AND FOR THE REMAINDER THE SAID A J GRIGSBY, JR. HAS EXECUTED HIS THREE(3) PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF DUNCAN F KENNER AND MATURE ON OR BEFORE 1, 2, AND 3 YEARS, RESPECTIVELY AFTER DATE FOR THREE HUNDRED AND FIFTY ($350.00) DOLLARS EACH, AND BEARING SIX (6) PER CENT INTEREST FROM DATE, PAYABLE SEMI-ANNUALLY, A LIEN IS RETAINED ON THE LOT HEREIN CONVEYED TO SECURE THE PAYMENT OF SAID NOTES AND INTEREST.

The entire debt secured herein having been paid in full to WE the lawful owner and holder of the same, WE hereby release the lien on the within described property, held to secure the payment of said debt. This 4th day of May 1921

Attest. Brogden Gregory Walker & Overton Goodrich Bros

In case any one of said notes remains unpaid for THREE months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said DUNCAN F KENNER, or the lawful holder of said notes remaining unpaid, is hereby authorized and empowered to sell said property, at public auction, at the south door of the Courthouse in Nashville, Tennessee, or on the premises, at his or her election, to the highest bidder for cash, or partly for cash and partly on time, or wholly on time, as he or she may elect, free from the right of repurchase or equity of redemption and free from homestead and dower, and said sale shall be advertised in some newspaper published in the City of Nashville once a week for at least four weeks; and whenever a sale of the premises is made hereunder, said DUNCAN F KENNER, or the lawful holder of said notes, shall have the right to execute a deed conveying the property to the purchaser, and the proceeds of said sale shall be applied to the payment of all taxes and public charges that may be a lien on said property, and all taxes or public charges that may have been advanced or paid by said DUNCAN F KENNER, or the holder of said notes; to the payment of all expenses, including reasonable attorney's fees, incident to selling said property and the enforcement of said lien and incurred in any litigation that may arise of or concerning the protection and the enforcement of the rights and interests of said DUNCAN F KENNER, or the holder of said notes; to the payment and satisfaction of said notes and interest; and the balance, if any, is to be paid to said conveyee, his or her representatives or assigns. It is understood, and is hereby expressly declared, that the right of sale hereinbefore granted is intended as a cumulative remedy additional to the remedies now or that may be hereafter allowed by law, and that the same shall not be deemed in any manner whatsoever to deprive said DUNCAN F KENNER, or the holder of said notes, of any legal or equitable remedy by judicial proceedings, consistent with the provisions of these presents, according to the true intent and meaning thereof; and whenever and in case legal proceedings shall be instituted for the enforcement of the lien herein reserved and declared, and for the protection of the rights of said DUNCAN F KENNER, or the holder of said notes, and the sale of said premises, reasonable counsel fees shall be paid and shall be added to the debt herein and hereby secured.

WE, DUNCAN F KENNER AND WIFE MARY HILL KENNER,

*have this day bargained and sold, and by these presents do transfer and convey, unto the said*

A J GRIGSBY, JR., HIS

*heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:* BEING LOT NO. SEVENTY EIGHT(78) IN THE KENNER MANOR LAND COMPANYS SECOND SUB-DIVISION OF THE KENNER TRACT, WHICH IS RECORDED IN PLAN BOOK 421, PAGE 100 R.O.D.C. TENNESSEE. SAID LOT NO. 78 FRONTS ONE HUNDRED(100)FEET ON THE WESTERLY SIDE OF KENNER AVENUE AND EXTENDS BACK WESTWARDLY, BETWEEN PARALLEL LINES, TWO HUNDRED (200)FEET TO THE EAST MARGIN OF LOT NO. 89 AND MEASURES ONE HUNDRED(100) FEET ON SAID MARGIN OF SAID LOT NO. 89. FIRST, THAT NO SHOP, STORE, FACTORY, SALOON OR BUSINESS HOUSE OF ANY KIND, NOR HOSPITAL, ASYLUM, OR INSTITUION OF LIKE OR KINDRED NATURE AND NO CHARITABLE INSTITUION 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 SHALL BE ERECTED OR KEPT ON SAID LOT OR PART THEREOF THAT SHALL COST LESS THAN THE SUM OF THIRTY FIVE HUNDRED($3500.00)DOLLARS. THIRD THAT NO RESIDENCE OR DWELLING HOUSE OR OTHER STRUCTE SHALL BE ERECTED OR OCCUPIED ON SAID LOT OR PART THEREOF WHOLLY OR PARTLY WITHIN FIFTY (50) FEET OF THE FRONT LINE OF THE STREET ON WHICH SAID LOT FRONTS. FOURTH. THAT NO SWINE SHALL BE KEPT ON SAID PREMISES AND NO NUISANCE OR 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, ALEINATED CONVEYED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DECENT AND THAT NO PERSON OR PERSONS OF AFRICAN BLOOD OR DECENT, SHALL OWN OR ACQUIRE TITLE THERETO EITHER IN FEE OR OTHERWISE, OR AS TENANTS OR LESSEES BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSON OF AFRICAN BLOOD OR DECENT 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, SUCCESSORS AND ASSIGNS, UNTIL THE FIRST DAY OF JANUARY A D 1930.



**To Have and to Hold** *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* A J GRIGSBY, JR., HIS

*heirs and assigns, forever. And* WE *do covenant with the said* A J GRIGSBY, JR, *that* WE ARE *lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered. And* WE

*do further covenant and bind* AXHXXWRIXWRRXXXXWRXXXWXRX OURSELVES, OUR *heirs and representatives, to warrant and forever defend the title to said land to the said* A J GRIGSBY, HIS

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

*Witness* OUR *hand* S. *this* 28TH *day of* APRIL 1921

*Witness*

DUNAN F KENNER

MARY M KENNER

**State of Tennessee,**
**DAVIDSON COUNTY.**

J T ALLEN

*Personally appeared before me,* ----------, *a Notary Public in and for said County and State, the within-named* DUNCAN F. KENNER AND WIFE MARY HILL KENNER, *the bargainor S with whom I am personally acquainted, and who acknowledged that* THEY *executed the annexed instrument for the purposes therein contained.*

*And* MARY HILL KENNER, WIFE *of the said* DUNCAN F. KENNER, *having personally appeared before me privately and apart from her husband, the said* MARY HILL KENNER, *acknowledged the execution of the said instrument to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.*

*Witness my hand and official seal, at Nashville, Tennessee, this* 4TH *day of* MAY 1921

SEAL J. T. ALLEN
*Notary Public.*

**State of Tennessee,**
**DAVIDSON COUNTY.**

*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 annexed instrument for the purposes therein contained.*

*And* ----------, *of the said* ----------, *having personally appeared before me privately and apart from her husband, the said* ----------, *acknowledged the execution of the said instrument to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.*

*Witness my hand and official seal, at Nashville, Tennessee, this* ---------- *day of* ----------

*Notary Public.*

US R S $1.50

RECEIVED THE 11TH DAY OF MAY A D 1921 AT 11:02 O CLOCK A M

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