NUMBER 60592. DUNCAN F.KENNER ET UX TO.J.O.WATSON, RECORDED MAY.15,1924.

For and in Consideration *of the sum of* ($ 275.00,) *DOLLARS,*
TWO HUNDRED AND SEVENTY-FIVE,
PAID AND TO BE PAID TO US BY J.O.WATSON,AS FOLLOWS:SIXTY-EIGHT AND 75/100($68.75)DOLLARS CASH IN HAND PAID,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,AND FOR THE REMAINDER THE SAID J.O.WATSON,HAS EXECUTED HIS PROMISSORY NOTE OF EVEN DATE HEREWITH,FOR TWO HUNDRED AND SIX AND 25/100($206.25)DOLLARS,PAYABLE TO THE ORDER OF DUNCAN F.KENNER,WHICH HE AGREES TO LIQUIDATE BY PAYING EIGHT AND 25/100($8.25)DOLLARS PER MONTH FOR TWENTY-FIVE(25)CONSECUTIVE MONTHS BEGINNING JUNE.24,1922.SAID NOTE DOES NOT BEAR INTEREST UNTIL AFTER MATURITY.A LIEN IS HEREBY EXPRESSLY RETAINED OPON THE PROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF SAID NOTE.

The entire debt secured herein having been paid in full to the lawful owner and holder thereof, he hereby release the lien on the within described property, held to secure the payment of said debt. This 23 day of June, 1925. Deputy Reg.
Attest: Douglas Inman Realty Co
by Frontis Bucknall Pres

PAYMENTS.

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
JOO.WATSON,HIS,

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

BEING THE NORTHERLY HALF OF LOT NO.SIXTY -SEVEN (67)OF KENNER-MANOR LAND COMPANY'S SECOND SUBDIVISION OF THE KENNER TRACT,A PLAN OF WHICH IS OF RECORD IN BOOK 421,PAGE 100,R.O.D.C.TENN. SAID NORTHERLY HALF OF SAID LOT NO.SIXTY-SEVEN(67)FRONTS FIFTY(50)FEET ON THE WESTERLY SIDE OF KENNER AVENUE,AND EXTENDS BACK WESTERLY BETWEEN PARALLEL LINES TWO HUNDRED (200)FEET TO A COMMON LINE BETWEEN SAID LOT NO.67 AND LOT NO.100 ON SAID PLAN.THE SAID DUNCAN F.KENNER,AND WIFE,MARY HILL KENNER,AGREE TO PAY THE TAXES ON THE ABOVE DESCRIBED PROPERTY FOR THE YEAR 1922. 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 SHALL BE ERECTED OR KEPT ON SAID PREMISES THAT SHALL COST LESS THAN THIRTY-FIVE HUNDRED ($3500.00)DOLLARS. THIRD,THAT NO RESIDENCE,DWELLING HOUSE OR OTHER STRUCTURE SHALL BE ERECTED OR OCCUPIED ON ANY LOT ON THE WEST SIDE OF KENNER AVENUE WITHIN THIRTY-FIVE(35)FEET OF THE FRONT LINE OF THE LOT.FOURT ;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,ALIENATED,CONVEYED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT 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 PERSONS OF AFRICAN BLLOD OR DECENT FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS

SHALL BE OBSERVED BY THE SAID GRANTEE AND HEIRS,DEVISEES,SUCCESSORS AND ASSIGNS,UNTIL THE FIRST DAY OF JANUARY,A.D.1970,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,UNDER ANY TENURE WHATSOVER.

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

heirs and assigns, forever. And WE, . *do covenant with the said* J.O.WATSON,
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 OURSELVES,OUR,
heirs and representatives, to warrant and forever defend the title to said land to the said
J.O.WATSON,HIS,

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

Witness OUR, *hand* S, *this* 24TH, *day of* MAY,1922.
Witness DUNCAN F.KENNER.
MARY HILL KENNER.

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, RUFUS GANN, *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 31 *day of* MAY,1922.
U.S.R.S. 50 CTS.
RECD.MAY,6,1924 AT 1:04 P.M.
(SEAL) RUFUS GANN,
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.