NUMBER 63396. RUMSEY LEWIS, ET UX. TO H. G. HILL,CO. RECORDED JULY 25, 1924.

For and in consideration of the sum of TWENTY THREE THOUSAND & NO/100 ($23,000.00)- - - - - - - -DOLLARS OF WHICH THE SUM OF FIVE THOUSAND FIVE HUNDRED & NO/100 ($5,500.00) DOLLARS HAS BEEN PAID IN CASH BY H. G. HILL COMPANY, A CORPORATION ORGANIZED UNDER THE LAWS OF TENNESSEE, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE BALANCE OF SAID CONSIDERATION, THE SAID H. G. HILL COMPANY HAS ASSUMED THE PAYMENT OF THREE NOTES, ALL DATED JUNE 21, 1924, AND EXECUTED UNDER TERMS OF DEED FROM NASHVILLE TRUST COMPANY, TRUSTEE, TO RUMSEY LEWIS, RECORDED IN BOOK 644, PAGE 354 R.O.D.C. TENNESSEE; THE FIRST TWO OF SAID NOTES ARE FOR THE SUM OF FIVE THOUSAND EIGHT HUNDRED THIRTY THREE & NO/100 ($5833.00) DOLLARS EACH, AND THE LAST NOTE IS FOR THE SUM OF FIVE THOUSAND EIGHT HUNDRED THIRTY FOUR & NO/100 ($5834.00) DOLLARS; SAID NOTES ARE DUE ON OR BEFORE ONE, TWO AND THREE YEARS AFTER DATE RESPECTIVELY AND BEAR INTEREST AT THE RATE OF 6% PAYABLE SEMI-ANNUALLY AND ARE SECURED BY VENDOR'S LIEN ON THE PROPERTY HEREIN CONVEYED, WE RUMSEY LEWIS AND WIFE, ELIZABETH G. LEWIS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID H. G. HILL COMPANY, A CORPORATION ITS SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING THE WESTERLY 60 FEET OF LOT 6 OF THE SUBDIVISION OF THE SOUTHERLY PART OF LOT 155 OF THE BOYD HOME TRACT, AS PER PLAN IN BOOK 84, PAGE 453 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF LOT 6 FRONTS 60 FEET ON THE NORTHERLY SIDE OF WEST END AVENUE AND RUNS BACK NORTHWARDLY BETWEEN PARALLEL LINES AND ALONG THE EASTERLY MARGIN OF TWENTY FIRST AVENUE, FORMERLY VANDERBILT AVENUE 180 FEET TO AN ALLEY. AND BEING THE SAME PROPERTY CONVEYED TO RUMSEY LEWIS BY DEED FROM NASHVILLE TRUST COMPANY, AS TRUSTEE FOR THE HEIRS OF HENRY W. MORGAN, DECEASED, DATED JUNE 21 1924 AND RECORDED IN BOOK 644, PAGE 354, REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE.

The entire debt secured herein having been paid in full to us this [illegible] and holder of the lien on the within described property, held to secure the payment of said debt. This 23 day of July 1924. Nashville Trust Co. by [illegible] Deputy Reg. Atest. [illegible]

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said H. G. HILL COMPANY, A CORPORATION, ITS SUCCESSORS *heirs and assigns, forever. and* WE *do covenant with the said* H. G. HILL COMPANY, A CORPORATION *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.* EXCEPT AS HEREINBEFORE SET OUT TO SECURE DEFERRED PURCHASE MONEY PAYMENTS, WHICH PURCHASER ASSUMES AND EXCEPT TAXES FOR THE YEAR 1924 THE PAYMENT OF WHICH PURCHASER LIKEWISE ASSUMES.

And WE, RUMSEY LEWIS AND WIFE, ELIZABETH G. LEWIS *do further covenant and bind* OURSELVES, OUR *heirs and representatives, to warrant and forever defend the title to said land to the said* H. G. HILL COMPANY, A CORPORATION, ITS SUCCESSORS *heirs and assigns, against the lawful claims of all persons whomsoever*

Witness OUR *hand* S *, this* 21ST *day of* JUNE 1924.

Witness: RUMSEY LEWIS
ELIZABETH G. LEWIS

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me, ADDIE SHELTON *a Notary Public in and for said County and State, the within-named* RUMSEY LEWIS AND WIFE, ELIZABETH G. LEWIS *, the bargainor* S *, with whom I am personally acquainted, and who acknowledged that* THEY *executed the within instrument for the purposes therein contained.*

And ELIZABETH G. LEWIS, WIFE *of the said* RUMSEY LEWIS *, having appeared before me privately and apart from* HER *husband, the said* ELIZABETH G. LEWIS *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 17TH *day of* JULY 1924.

(SEAL) ADDIE SHELTON *, Notary Public.*

U. S. R. S., $5.50
Rec'd. JULY 19, [illegible], 10:46 A.M.

NUMBER 63564. OSCAR F. & JOHN H. NOEL. TO B. F. BYRD. RECORDED JULY 25, 1924.

For and in consideration of the sum of ($3430.00) THIRTY FOUR HUNDRED AND THIRTY - - - - - - - - -DOLLARS PAID AND TO BE PAID AS FOLLOWS, SIX HUNDRED AND THIRTY DOLLARS CASH THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER A SERIES OF TEN NOTES BEARING EVEN DATE HEREWITH, FOR THE SUM OF TWO HUNDRED AND EIGHTY DOLLARS, AND MATURING IN ONE TO TEN YEARS, RESPECTIVELY, AND BEARING INTEREST AT SIX PERCENT PER ANNUM PAYABLE SEMI-ANNUALLY. SAID NOTES BEING EXECUTED AND SIGNED BY DR. B. F. BYRD, WE OSCAR F. AND JOHN H. NOEL, TRUSTEES UNDER THE WILL OF O. F. NOEL, DECEASED, AND IN PURSUANCE OF THE POWERS AND AUTHORITY THEREIN GRANTED US, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID B. F. BYRD HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

BEING THE NORTH WESTERN CORNER OF LOT NO. 16 IN O. F. NOEL'S SUBDIVISION OF LAND PURCHASED BY HIM FROM G. M. D. CANTRELL IN THE SEVENTH FORMERLY THE ELEVENTH, CIVIL DISTRICT, SAID SUBDIVISION BEING KNOWN AS NOELTON, AND THE LAND HEREIN CONVEYED BEING MORE PARTICULARLY DESCRIBED, ACCORDING TO A PLAT, SURVEY, AND MEASUREMENTS MADE IN AUGUST 1922 BY W. B. SOUTHGATE AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF JOHN LELLYETT'S LOT, FRONTING ON FOURTH STREET, RUNNING THENCE WESTERLY WITH THE SOUTHERN MARGIN OF FOURTH STREET 458 FEET TO THE SOUTH EAST CORNER OF THE INTER-SECTION OF FOURTH STREET AND GRANNY WHITE ROAD, THENCE SOUTHERLY WITH THE EAST MARGIN OF GRANNY WHITE ROAD 185½ FEET TO A STAKE, THENCE EASTERLY 457 FEET TO THE SOUTH WEST CORNER OF SAID LELLYETT'S LOT, THENCE NORTHERLY WITH THE LINE OF LELLYETT'S LOT 187½ FEET TO THE BEGINNING POINT.

IT IS EXPRESSLY AGREED AND COVENANTED BY AND BETWEEN THE GRANTEE AND THE GRANTOR HEREIN AND IS A PART OF THE CONSIDERATION OF THIS CONVEYANCE: (1) NO SHOP, STORE, FACTORY, SALOON, APARTMENT HOUSE OR BUSINESS HOUSE SHALL BE ERECTED OR MAINTAINED ON THE PREMISES HEREIN CONVEYED, BUT SAID PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY. (2) THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED ON SAID LAND NEARER THAN 150 FEET FROM THE FRONT (GRANNY WHITE ROAD) PROPERTY LINE, NOR PARTLY OR WHOLELY WITHIN 35 FEET OF EITHER OF THE OTHER PROPERTY LINES BOUNDING THE PREMISES HEREIN CONVEYED, AND ALL OUTHOUSES SHALL BE PLACED NEAR THE SOUTHERN PROPERTY LINE. (3) THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED ON SAID LAND COSTING LESS THAN $8500.00. (4) NOR SHALL THE PREMISES HEREIN CONVEYED BE SOLD OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT AND 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 CONVEYANCE DOES NOT PRECLUDE NOR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS. (5) IT IS FURTHER UNDERSTOOD AND AGREED AND IS A PART OF THE CONSIDERATION OF THIS CONVEYANCE THAT ANY SEPTIC TANK OR TANKS PLACED ON SAID PREMISES SHALL BE BUILT ACCORDING TO THE PLANS AND SPECIFICATIONS OF THE CITY OF NASHVILLE, GOVERNING SUCH TANKS WITHIN ITS CORPORATE LIMITS. (6) NO GARAGE OR OTHER OUT BUILDING SHALL BE ERECTED ON SAID LOT FOR USE AS A TEMPORARY BUILDING.

SAID FOREGOING STIPULATIONS AND CONDITIONS SHALL BE BINDING AND SHALL BE OBSERVED BY THE GRANTEE, HIS HEIRS, SUCCESSORS AND ASSIGNS, UNTIL THE FIRST DAY OF JANUARY, 1940, AND IT IS EXPRESSLY AGREED THAT ALL AND EACH OF SAID STIPULATIONS SHALL ATTACH TO AND RUN WITH THE LAND AND SHALL BE

The entire debt secured herein having been paid in full to us, the lawful owner and holder of the lien on the within described property, held to secure the payment of said debt. This 1st day of Aug. 1924. B. F. Byrd. Atest. Ora Pillow Clerk & Master

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said B. F. BYRD, HIS HEIRS AND ASSIGNS FOREVER *heirs and assigns forever. and* WE, O. F. AND J. H. NOEL, TRUSTEES AS AFORESAID *to covenant with the said* B. F. BYRD *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, O. F. & J. H. NOEL, TRUSTEES AS AFORESAID *do further covenant and bind* OURSELVES, OUR SUCCESSORS *heirs and representatives, to warrant and forever defend the title to said land to the said* B. F. BYRD, HIS *heirs and assigns, against the lawful claims of all persons whomsoever* A LIEN IS EXPRESSLY RETAINED UPON THE PROPERTY HEREIN CONVEYED TO SECURE ALL THE DEFERRED PAYMENTS OF PURCHASE MONEY.

Witness OUR *hand* S *, this* 12TH *day of* SEPTEMBER 1922.

Witness: JOHN H. NOEL, TRUSTEE
OSCAR F. NOEL, TRUSTEE

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me, W. FINDLAY CAMPBELL *a Notary Public in and for said County and State, the within-named* OSCAR F. NOEL & JNO. H. NOEL *, the bargainor* S *, with whom I am personally acquainted, and who acknowledged that* THEY *executed the within annexed instrument for the purposes therein contained.*

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

Witness my hand and official seal at Nashville, Tennessee, this 12TH *day of* SEPTEMBER 1922.

(SEAL) W. FINDLAY CAMPBELL *, Notary Public.*

BINDING UPON ALL OR 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.

U. S. R. S., $3.50
Rec'd. JULY 25, 1924, 10:[illegible] A.M.