FOR AND IN CONSIDERATION of the sum of_____

TWELVE HUNDRED AND THIRTY FIVE DOLLARS

paid and to be paid as follows: FOUR HUNDRED AND ELEVEN & 66/100 dollars cash in hand paid, the receipt of which is hereby acknowledged, and for the remainder the grantee executes to W. F. Randolph FOUR promissory notes each in the sum of $ 205.83, due and payable in six, twelve, eighteen and twenty-four months, respectively, from date, each bearing interest from date at the rate of 6% per annum, interest payable semi-annually and to secure the payment of which a lien is retained on the property herein conveyed, I, W. F. Randolph, an unmarried man, have bargained and sold, and by these presents do transfer and convey unto the said A.E.AYERS AND EVA BELLE AYERS,HIS WIFE,THEIR heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit: Lot 33 in Block H _____as shown on the plan of Cherokee Park, a subdivision of lots near Nashville, in Davidson County, Tennessee, as of record in book 547, pages 175 and 176, Register's Office for said County to which reference is here made for a more particular description and being part of the same property conveyed to W. F. Randolph by deed from Wilson Park Land Company, by deed of record in book 723, page 444, said Register's Office.

The property in Cherokee Park Subdivision (Section 2) is sold subject to the following restrictions, which are hereby declared to be covenants running with the land and shall be binding upon all subsequent purchasers and owners thereof, until the first day of May, 1963.

First: The lots in said subdivision (Section 2) shall be used only for residences for dwelling purposes and only one residence and one outhouse shall be constructed on any one lot.

Second: The residences so constructed on said lots shall be built as far back as the building line as shown on the plat of Cherokee Park, of record in book 547, pages 175 and 176, said Register's Office, and shall face the street as shown by said building line and no part of any residence or the porch to same shall be across or in front of said building line. No residence shall be built on lots 23 and 24 block B to cost less than $12,000.00. No residence shall be built on any other lot in any block in said subdivision (Section 2) to cost less than $7,500.00 except that on lots 7 to 20 inclusive in block H, no residence shall be built to cost less than $4,000.00. All residences in Section 2 of said subdivision shall be of brick, or brick veneer, stone or stucco except that on lots 7 to 20 inclusive in block H, a frame residence may be constructed. No apartment house or business house shall be constructed in Section 2 of said subdivision and no duplex shall be constructed in said subdivision (Section 2) except on lots 14 to 22 inclusive in block B. The outhouse constructed on any lot shall be of the same material, and the same general design as the residence on said lot. No outhouse shall be constructed until after the residence shall have been constructed and no signs shall be placed on any vacant or unimproved lot.

Third: The right is reserved to cut the grass and weeds and clean up the lots in said subdivision.

Fourth: None of the lots in said subdivision shall be sold to, leased to or owned by persons of Negro or African descent.

Fifth: A five-foot easement is reserved for public utility purposes along the rear of each lot.

Sixth: The restrictions above mentioned do not apply to block J on this plat, and the right is reserved to rearrange and change block J in whole or in part.

Seventh: A free water tap is given with each lot. All water connections are to be made by tunneling under the street and no one is allowed to cut through the street in making a water connection.

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.E.AYERS AND EVA BELLE AYERS,HIS WIFE, THEIR heirs and assigns,forever.

And I do covenant with the said A.E.AYERS AND EVA BELLE AYERS,HIS WIFE, that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.

And I do further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to the said land to the said A.E.AYERS AND EVA BELLE AYERS,HIS WIFE, THEIR heirs and assigns against the lawful claims of all persons whomsoever.

Witness my hand this 2ND day of JULY 1928.

W.F.RANDOLPH

STATE OF TENNESSEE)
DAVIDSON COUNTY)

Personally appeared before me W.H.HAYNES a Notary Public in and for the said County and State, the within named W. F. Randolph, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2ND day of JULY, 1928.

(SEAL) W.H.HAYNES
Notary Public.

My commission expires JAN 10,1931.

REC'D JULY 2,1928 AT 2:46 P.M.

The $205.83 Note of the ____ for $ 205.83 each, as described herein, having been paid in full to ____ the lawful owner, ____ hereby release the lien retained to secure the payment of said note. This ____ day of ____ 1930.
Attest: ____
By ____ Deputy Register

By Farmers Trust Co

Canceled