NUMBER 46752,RECORDED JUNE 25,1929. E.H.PARKER,JR. ET UX TO T.W.MOSES ET UX

For and in consideration of the sum of $950.00 NINE HUNDRED AND FIFTY AND NO/100 DOLLARS, OF WHICH AMOUNT THE SUM $400.00 (FOUR HUNDRED DOLLARS) HAS BEEN PAID TO US IN CASH BY T.W.MOSES,AND WIFE LILLIE MAE MOSES,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED;AND FOR THE REMAINDER THE SAID T.W.MOSES,AND LILLIE MAE MOSES HAVE EXECUTED THEIR 22 (TWENTY TWO) PROMISSORY NOTES OF EVEN DATE HEREWITH FOR $25.00 (TWENTY FIVE DOLLARS) EACH,PAYABLE TO THE ORDER E.H.PARKER,JR.,AND WIFE THELMA PARKER IN MONTHLY INSTALLMENTS,RESPECTIVELY,CONSECUTIVELY,BEGINNING AUGUST 1,1929 ,WITH 6% INTEREST FROM DATE,AND TO SECURE THE PAYMENT OF SAID NOTES A LIEN IS HEREBY EXPRESSLY RETAINED UPON THE PROPERTY HEREIN CONVEYED. E.H.PARKER,JR AND WIFE,THELMA PARKER HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID T.W.MOSES,AND WIFE,LILLIE MAE MOSES,THEIR HEIRS,AND ASSIGNS A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:BEING LOT NO. 32 (TWENTY TWO) ON THE PLAT OF PONTOTOC SUBDIVISION AS OF RECORD IN BOOK 547,PAGE 113,OF THE REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO.32 FRONTS SIXTY (60) FEET ON THE SOUTH SIDE OF PONTOTOC AVENUE,AND EXTENDS BACK SOUTHERLY BETWEEN PARALLEL LINES ONE HUNDRED AND FIFTY SEVEN (157) FEET TO THE NORTH LINE OF LOT NO.31 IN SAID SUBDIVISION. THE GRANTORS HEREIN GUARANTEE THE GRANTEES A FREE WATER TAP TO THE WATER MAIN IN PONTOTOC AVENUE. AND AS A FURTHER CONSIDERATION OF THE TRANSFER OF THIS PROPERTY TO T.W.MOSES,AND WIFE,LILLIE MAE MOSES BY E.H.PARKER,JR.,AND WIFE,THELMA PARKER,IT IS AGREED AS FOLLOWS:FIRST:THAT THE PROPERTY HEREBY CONVEYED SHALL NOT BE USED FOR THE PURPOSE OF SELLING INTOXICATING DRINKS,OR BEVERAGES OF ANY KIND;NOR FOR THE ERECTION OF ANY SHOP,STORE, FACTORY,OR BUSINESS INSTITUTION OF ANY KIND; NOR FOR THE ERECTION,OCCUPATION OR MAINTENANCE OF ANY HOSPITAL ASYLUM POSTHOUSE,CHARITABLE INSTITUTION OR INSTITUTION OF LIKE CHARACTER. IT BEING THE PURPOSE OF THE CONVEYORS,AND ASSENTED TO BY THE PURCHASER, THAT THESE PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENTIAL PURPOSES EXCLUSIVELY. SECOND:THAT NO PART OF THE PREMISES HEREIN CONVEYED SHALL BE SOLD, CONVEYED OR LEASED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT,NOR SHALL ANY SUCH PERSON OR PERSONS BE ALLOWED TO LIVE ON OR OCCUPY ANY PART OF THE PREMISES HEREIN CONVEYED EXCEPT IN THE CAPACITY OF SERVANT OR SERVANTS OF THE OWNER OR TENANT. THIRD: THAT NO RESIDENCE DWELLING HOUSE OR OTHER STRUCTURE SHALL BE ERECTED ON SAID LAND WHOLLY OR PARTLY WITHIN THIRTY FEET FROM THE LINE OF THE STREET ON WHICH SAID LOT FRONTS. NO RESIDENCE,DWELLING HOUSE OR OTHER STRUCTURE, OTHER THAN NECESSARY OUTHOUSES,SUCH AS IN THE COMMONLY ACCEPTED TERM ARE KNOWN AS SERVANTS,POULTRY, COAL AND GARAGE HOUSES OR STABLE SHALL BE ERECTED ON THE PROPERTY HEREIN CONVEYED TO COST LESS THAN $3500.00. 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. IT IS FURTHER CONTRACTED AND AGREED,THAT THESE COVENANTS AND AGREEMENTS ARE EXPRESS COVENANTS,WHICH RUN WITH THE LAND,AND SHALL BE BINDING UPON THE PURCHASER,AND EVERY PURCHASER OR OWNER SUCCEEDING TO THIS LAND,FOR A PERIOD ENDING MAY 1ST,1936, AND IT IS EXPRESSLY UNDERSTOOD THAT A BREACH THEREOF WILL WORK A FORFEITURE ,WITHOUT NOTICE TO THE PURCHASER HOLDER OR OWNER, AND WILL OPERATE TO CAUSE THE TITLE TO THIS PROPERTY TO REVERT AT ONCE TO E.H.PARKER,JR.,HIS HEIRS OR ASSIGNS.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said T.W.MOSES,AND WIFE LILLIE MAE MOSES,THEIR ----------, heirs and assigns, forever, and WE do covenant with the said T.W.MOSES AND WIFE LILLIE MAE MOSES 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-

And WE, E.H.PARKER,JR , AND WIFE,THELMA PARKER do further covenant and bind OURSELVES ,OUR heirs and representatives, to warrant and forever defend the title to said land to the said T.W.MOSES AND WIFE LILLIE MAE MOSES,THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S this 21ST day of JUNE,1929

Witness: E.H.PARKER ,JR

THELMA PARKER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.H.PARKER a Notary Public in and for said County and State, the within-named E.H.PARKER,JR., AND WIFE THELMA PARKER the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And THELMA PARKER wife of the said E.H.PARKER,JR., having appeared before me privately and apart from HER husband, the said THELMA PARKER 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 21 day of JUNE, 1929

Commission Expires 5TH day of JAN 1932 (Seal) E.H.PARKER

Notary Public.

Rec'd. JUNE 25,1929 AT 12:20 P.M.

NUMBER 46715,RECORDED JUNE 28,1929. MRS.ELIZABETH JACKSON TO D.M.MINCY

For and in consideration of the sum of TWENTY SIX HUNDRED FIFTY & NO/100THS ($2650.00) DOLLARS OF WHICH SIX HUNDRED FIFTY & NO/100THS ($650.00) DOLLARS HAS BEEN PAID IN CASH BY D.M.MINCY,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. FOR REMAINDER TWO THOUSAND & NO/100THS ($2,000.00) DOLLARS,THE SAID D.M.MINCY HEREBY ASSUMES,AND AGREES TO PAY A NOTE IN THE SUM OF TWO THOUSAND & NO/100THS ($2,000.00) DOLLARS,DATED DECEMBER 3,1926, DUE THREE YEARS FROM DATE,WITH INTEREST AT SIX PERCENT FROM JUNE 3,1929, SECURED BY DEED OF TRUST TO R.W.BRATTON,TRUSTEE,RECORDED IN BOOK 600,PAGE 145, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

I,MRS.ELIZABETH JACKSON, A WIDOW,HAVE BARGAINED,AND SOLD,AND BY THESE PRESENTS DO TRANSFER, AND CONVEY UNTO THE SAID D.M.MINCY,HIS HEIRS, AND ASSIGNS, ACERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING LOT NO.32 ON THE PLAT OF AIRDRIE SUBDIVISION "B" PROPERTY OF D.C.BUELL AS OF RECORD IN BOOK NO 547,PAGE 42,REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.32 FRONTS 50 FEET ON THE EASTERLY SIDE OF KINROSS AVENUE,AND RUNS BACK BETWEEN PARALLEL LINES 183 FEET TO AN ALLEY.

BEING THE PROPERTY CONVEYED TO MRS.ELIZABETH JACKSON BY DEED FROM BLANCHE BRADFORD,TRUSTEE,OF RECORD IN BOOK NO 834,PAGE 41,SAID REGISTER'S OFFICE.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED UNTO THE SAID D.M.MINCY,SUBJECT TO THE RESTRICTIVE COVNANTS CONTAINED IN DEED FROM THE AIRDRIE LAND COMPANY TO B.E. BILBREY,OF RECORD IN BOOK NO 692,PAGE 772,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENN.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said D.M.MINCY,HIS ----------, heirs and assigns, forever, and I do covenant with the said D.M.MINCY that I AM 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 REFERRED TO,AND THE TAXES FOR THE YEAR 1929,WHICH THE PURCHASER HEREBY AGREES TO ASSUME,AND PAY.

And I,MRS.ELIZABETH JACKSON, A WIDOW, do further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said land to the said D.M.MINCY HIS heirs and assigns, against the lawful claims of all persons whomsoever.

Witness MY hand, this 22ND day of JUNE 1929

Witness: MRS.ELIZABETH JACKSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE SOWELL a Notary Public in and for said County and State, the within-named MRS.ELIZABETH JACKSON, A WIDOW, the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And ----------, wife 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 24 day of JUNE ,1929

Commission Expires 19 day of JULY 1932 (Seal) LOUISE SOWELL

Notary Public.

Rec'd. JUNE 28,1929 AT 3:16 P.M.