NUMBER 75254 RECORDED AUGUST 8, 1936. ELIZABETH FLEMING MADDUX, ET AL., TO DAN ZEITLIN ET UX.

954

For and in consideration of the sum of ($950.00) NINE HUNDRED FIFTY & NO/100 DOLLARS, PAID IN CASH, THE RECEIPT OF WHICH IS ACKNOWLEDGED AND THE ASSUMPTION OF THE REMAINDER OF A LOAN, AMOUNTING TO $1380.00 AS OF AUGUST 1, 1936 AND MORE PARTICULARLY DESCRIBED HEREIN AFTER,

WE, ELIZABETH FLEMING MADDUX & HUSBAND, O.G.MADDUX, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO DAN ZEITLIN & WIFE, FANNIE ZEITLIN, 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.25, ON THE MAP OF HARDISON, AND YOUNG'S LOTS IN WEST END PARK, AS RECORDED IN BOOK 421, PAGE 190, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.25, FRONTS 56 FEET ON THE EASTERLY SIDE OF NORTH GREENWAY AVE. AND RUNS BACK BETWEEN FARALLEL LINES 151, FEET MORE OR LESS TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO ELIZABETH FLEMING MADDUX BY DEED FROM VILLA RICA R.YOUNG, ET AL, OF RECORD IN BOOK 714, PAGE 134, OF THE SAID REGISTERS OFFICE.

THIS CONVEYANCE IS MADE SUBJECT TO A TRUST DEED DATED APRIL 12, 1934, TO CHAS. H.LITTERER, TRUSTEE, OF RECORD IN BOOK 941, PAGE 83, R.O.D.C.TENN; TO SECURE TO THE HOME OWNERS LOAN CORP. THE PAYMENT OF A NOTE FOR $1560.97, WITH INTEREST, AND IN INSTALMENTS OF $12.34 MONTHLY, INCLUDING INTEREST, AND 27 PAYMENTS HAVING BEEN MADE TO AND INCLUDING JULY 12, 1936, LEAVING A BALANCE OF $1380.00 IN PRINCIPAL UNPAID, WHICH THE PURCHASER ASSUMES AND AGREES TO PAY.

POSSESSION OF THE PREMISES TO BE GIVEN OCTOBER 15TH. 1936.

THE VENDORS, ELIZABETH FLEMING MADDUX, AND HUSBAND, O.G.MADDUX AGREE TO PAY AS RENTAL FOR THE PROPERTY HEREIN DESCRIBED THE SUM OF $12.34 FOR THE MONTH OF AUGUST 6TH TO SEPTEMBER 6TH, 1936 AND THE SUM OF $12.34 FOR THE PERIOD BEGINING SEPTEMBER 6TH, 1936, TO OCTOBER 15TH, 1936.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said DAN ZEITLIN & WIFE, FANNIE ZEITLIN, THEIR, heirs and assigns, forever, and WE do covenant with the said DAN ZEITLIN & WIFE, FANNIE ZEITLIN 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 FOR THE STATE AND COUNTY, AND CITY TAXES FOR THE YEAR 1936, WHICH THE PURCHASER ASSUMES AND AGREES TO PAY. AND THE TRUST DEED ABOVE DESCRIBED.

And WE, ELIZABETH FLEMING MADDUX, AND HUSBAND, O.G.MADDUX, do further covenant and bind OURSELVES, heirs and representatives, to warrant and forever defend the title to said land to the said DAN ZEITLIN & WIFE, FANNIE ZEITLIN, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 6TH day of AUGUST, 1936.

Witness: ELIZABETH FLEMING MADDUX

O.G.MADDUX

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.B.TUCKER, a Notary Public in and for said County and State, the within-named ELIZABETH FLEMING MADDUX AND HUSBAND, O.G.MADDUX, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X wife of the said X, having appeared before me privately and apart from husband, the said X 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 6TH day of AUGUST, 1936.

Commission Expires 9 day of OCT. 1939. (Seal.) C.B.TUCKER, Notary Public.

U.S.R.S. $1.00.

RECD AUGUST 7, 1936 AT 12:15 P M

NUMBER 75269 RECORDED AUGUST 8, 1936. A.C.BREAST, ET UX., TO J.T. LOVELL.

954

For and in consideration of the sum of TEN ($10.00) AND NO/100 DOLLARS, CASH IN HAND PAID AND OTHER VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED;

WE, A.C.BREAST AND WIFE, JANIE B.BREAST, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID J.T.LOVELL, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

TRACT 4, BLOCK E, OF COUNTRY CLUB ESTATES, A SUB-DIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAT OF WHICH SUB-DIVISION IS OF RECORD IN BOOK 843, PAGE 95, REGISTERS OFFICE OF SAID COUNTY.

THE PROPERTY IS SOLD AND HEREBY CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, TO-WIT:

THAT THE SAID PROPERTY SHALL NOT BE SOLD, LEASED, OR RENTED TO ANY NEGRO OR PERSON OF AFRICAN DESCENT. NO RESIDENCE SHALL BE ERECTED WITHIN THIRTY (30) FEET OF THE FRONT LINE OF SAID PROPERTY. THE SAID SUB-DIVISION OF WHICH THE ABOVE DESCRIBED PROPERTY IS A PART AND PARCEL THEREOF, IS RESTRICTED TO RESIDENCE PURPOSES ONLY, EXCEPTING LOTS FRONTING ON MCGAVOCK AVENUE, UPON WHICH EITHER RESIDENCE OR BUSINESS STORES MAY BE CONSTRUCTED. RESIDENCES ERECTED UPON SAID PROPERTY SHALL CONTAIN NOT LESS THAN 600 SQUARE FEET OF FLOOR SPACE, AND NO SHEET METAL OR CORRUGATED IRON SHALL BE USED IN CONSTRUCTION THEREOF. IT IS EXPRESSLY UNDERSTOOD THAT ANY BUILDING ERECTED UPON SAID PROPERTY SHALL BE COMPLETELY FINISHED ON THE EXTERIOR IN BRICK, STUCCO OR SIDING. IF SIDING, IT SHALL BE PAINTED WITH NOT LESS THAN TWO COATS OF PAINT BEFORE BEING OCCUPIED. NO OUTSIDE TOILETS MAY BE ERECTED ON THE PROPERTY. PLANS FOR ANY BUILDING TO BE CONSTRUCTED ON SAID PROPERTY, COSTING LESS THAN $1,000.00 MUST BE APPROVED BY THE SELLER OR SELLER'S ARCHITECT.

THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON THE GRANTEE, HIS HEIRS, DEVISEES, SUCCESSORS AND ASSIGNS AND IT SHALL BE AGREED THAT EACH AND ALL OF SAID STIPULATIONS, COVENANTS AND CONDITIONS SHALL ATTACH TO AND RUN WITH THE LAND AND SHALL BE BINDING AND OBLIGATORY UPON EACH AND EVERY PURCHASER WHO MAY NOW, OR HEREAFTER, OWN, POSSESS, OCCUPY OR USE SAID PREMISES, OR ANY PART THEREOF, ALSO ANY BUILDING, OR STRUCTURE, THEREON, UNDER ANY TENURE WHATSOEVER FOR A PERIOD OF FIFTY YEARS FROM DATE HEREOF.

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.T.LOVELL, HIS, heirs and assigns, forever, and WE do covenant with the said J.T.LOVELL, 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.T.LOVELL, HIS heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 1ST day of AUGUST, 1936.

Witness: A.C.BREAST

JANIE B.BREAST

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LULU MURREY, a Notary Public in and for said County and State, the within-named A.C.BREAST AND WIFE, JANIE B.BREAST, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JANIE B.BREAST, wife of the said A.C.BREAST, having appeared before me privately and apart from HER husband, the said JANIE B.BREAST, 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 1ST day of AUGUST, 1936.

Commission Expires 17 day of OCTOBER, 1939. (Seal.) LULU MURREY, Notary Public.

U.S.R.S. $0.50.

RECD AUGUST 7, 1936 AT 1:35 P M