NUMBER 62793 RECORDED OCT. 26, 1935. FLORENCE SHEREN, ET VIR., TO CORINNE TANKSLEY MARTIN.

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17788

For and in consideration of the sum of ONE THOUSAND ($1,000.00) DOLLARS, PAID AND TO BE PAID TO THE UNDERSIGNED, MRS.FLORENCE SHEREN, WIFE OF THOMAS A. SHEREN, BY MRS. CORINNE TANKSLEY MARTIN, WIFE OF DR.TRAVIS H.MARTIN, AS FOLLOWS:

SEVEN HUNDRED ($700.00) DOLLARS IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND, FOR THE BALANCE, THE SAID MRS.CORINNE TANKSLEY MARTIN AND HUSBAND, DR.TRAVIS H.MARTIN, HAVE EXECUTED THEIR JOINT AND SEVERAL PROMISSORY NOTE, PAYABLE TO THE ORDER OF THE AFORESAID, MRS.FLORENCE SHEREN, FOR THREE HUNDRED ($300.00) DOLLARS, OF EVEN DATE HEREWITH, AND DUE AT NINETY (90) DAYS FROM DATE, BEARING INTEREST AT THE RATE OF SIX PERCENT (6%) PER ANNUM UNTIL PAID, PAYABLE SEMI-ANNUALLY; BUT IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PAYMENT OF SAID NOTE OR ANY PART THEREOF REMAINING UNPAID AT ANYTIME MAY, AT THE WISH OR DESIRE OF THE MAKER OR MAKERS, THEREOF, BE EXTENDED FOR A PERIOD OF NOT EXCEEDING THREE YEARS FROM THE DATE OF SAME;SAID NOTE IS SECURED BY A VENDOR'S LIEN EXPRESSLY RETAINED UPON THE PROPERTY HEREINAFTER DESCRIBED AND CONVEYED.

WE, THE AFORESAID, MRS.FLORENCE SHEREN, AND HUSBAND, THOMAS A.SHEREN, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID MRS.CORINNE TANKSLEY MARTIN, HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

THE NORTHERLY 200 FEET OF LOT NO.1 ON THE PLAN OF OAKHILL SUBDIVISION NO.1, PROPERTY OF W.H.SOPER, AS OF RECORD IN BOOK NO.547, PAGE 49, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID NORTHERLY PART OF LOT NO.1 FRONTS 200 FEET ON THE SOUTHERLY SIDE OF BATTERY ROAD AND RUNS BACK, BETWEEN PARALLEL LINES, WITH THE EASTERLY MARGIN OF LEALAND AVENUE, 200 FEET TO A DEAD LINE.

BEING THE NORTHERLY 200 BY 200 FEET OF THE PROPERTY CONVEYED TO MRS. FLORENCE SHEREN BY DEED OF W.L.SHEFFER AND W.H.SOPER AND WIFE, ADELE S.SOPER, BY DEED DATED OCTOBER 31, 1924, OF RECORD IN BOOK 649, PAGE 499, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE; THE PROPERTY HEREIN CONVEYED BEING SUBJECT TO THE SAME CONDITIONS AND LIMITATIONS AS SPECIFICALLY SET OUT IN THE SAID DEED OF SHEFFER AND OTHERS TO MRS. SHEREN, WHICH ARE HERE REFERRED TO AND MADE A PART HEREOF, THE SAME BEING, IN WORDS AND FIGURES, AS FOLLOWS:

(1) THAT NO SHOP, STORE, FACTORY OR BUSINESS HOUSE OF ANY KIND, NO HOSPITAL, ASYLUM OR INSTITUTION SHALL BE ERECTED AND MAINTAINED ON THE PREMISES HEREIN CONVEYED, BUT THE SAME SHALL BE OCCUPIED AND USED FOR RESIDENTIAL PURPOSES ONLY, BUT THIS DOES NOT EXCLUDE PRIVILEGE OF GARDEN, CHICKENS AND COWS.*

I declare that I am the true and lawful holder of [illegible] and hereby acknowledge the satisfaction thereof secured by the instrument within recorded, and authorize the Register of this County to cancel the same. This [illegible] day of [illegible] 1936

[illegible] Florence Sheren
DEPUTY REGISTER

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said MRS. CORINNE TANKSLEY MARTIN, HER, heirs and assigns, forever, and WE do covenant with the said MRS. CORINNE TANKSLEY MARTIN, 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 TO THE STATE AND COUNTY TAXES FOR THE YEAR 1935, WHICH, HAVING BEEN APPORTIONED BETWEEN THE PARTIES HERETO THE SAID MRS. CORINNE TANKSLEY MARTIN ASSUMES AND AGREES TO PAY. IN ADDITION TO THE AFORESAID CONSIDERATION OF ONE THOUSAND ($1,000.00) DOLLARS, THE SUM OF ONE DOLLAR AND FOURTEEN CENTS ($1.14) TO THE SAID MRS.FLORENCE SHEREN, AND THE GRANTORS AGREE TO PAY THE TAXES FOR THE YEAR 1935, AND MRS.FLORENCE SHEREN AND HUSBAND, THOMAS A.SHEREN, do further covenant and bind THEMSELVES, THEIR heirs and representatives, to warrant and forever defend the title to said land to the said MRS.CORINNE TANKSLEY MARTIN, HER heirs and assigns, against the lawful claims of all persons whomsoever

Witness OUR hand S this 23RD day of OCTOBER, 19 35.

Witness:

MRS.FLORENCE SHEREN
THOS.A.SHEREN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, SARAH P.HORTON, a Notary Public in and for said County and State, the within-named MRS.FLORENCE SHEREN AND HUSBAND, THOMAS A.SHEREN,

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And THE SAID MRS.FLORENCE SHEREN, wife of the said THOMAS A.SHEREN, having appeared before me privately and apart from HER husband, the said THOMAS A.SHEREN, 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 23 day of OCTOBER, 19 35.

Commission Expires 12 day of JULY, 19 38. (Seal.) SARAH P.HORTON, Notary Public.

* (2) THAT NO RESIDENCE OR DWELLING HOUSE COSTING LESS THAN $5000.00 SHALL BE ERECTED ON SAID LOT NO.1,AS HEREINABOVE DESCRIBED, WITHIN 300 FEET OF BATTERY ROAD.

(3) THAT NO RESIDENCE, DWELLING HOUSE OR OTHER STRUCTURE SHALL BE ERECTED ON SAID LOT WHOLLY OR PARTLY WITHIN 75 FEET OF THE STREET OR ROAD ON WHICH SAID LOT FRONTS, AND NO GARAGE OR SERVANTS HOUSE SHALL BE ERECTED THEREON WHOLLY OR PARTLY WITHIN 150 FEET OF THE STREET ON WHICH SAID LOT FRONTS, UNLESS SUCH SERVANTS HOUSE OR GARAGE IS A PART OF THE MAIN DWELLING.

(4) THAT SAID LOT OR ANY PART THEREOF SHALL NOT BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT AND THAT 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 CONVEYANCES DOES NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS.

THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON AND SHALL BE OBSERVED BY THE GRANTEE HEREIN, HER HEIRS, DEVISEES AND ASSIGNS, UNTIL THE FIRST DAY OF JAN. 1940, 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 ON 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 THEREON UNDER ANY TENURE WHATSOEVER.

U.S.R.S. $1.00.
REC'D OCT. 25, 1935 AT 9:20 A.M.

NUMBER 62858. RECORDED OCT 28,1935 H.B. WEIMAR TO MABLE WEIMAR

982

17786

For and in consideration of the sum of ONE ($1.00). -- - DOLLARS CASH IN HAND PAID THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE LOVE AND AFFECTION I HAVE FOR MY WIFE, MABLE WEIMAR, AND AS A FURTHER CONSIDERATION, MY SAID WIFE, MABLE WEIMAR,ASSUMES AND AGREES TO PAY CERTAIN UNPAID LIEN NOTES HELD BY THE HOME OWNERS LOAN CORPORATION AND SECURED BY DEED OF TRUST, EXECUTED BY MY SAID WIFE, MABLE WEIMAR AND ME TO SAID HOME OWNERS LOAN CORPORATION OF THE LAND HEREINAFTER CONVEYED, AS OF RECORD IN BOOK__ PAGE__ OF R.O.D.C.TENNESSEE, I, HOMER B. WEIMAR HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID MABLE WEIMAR, HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE FOR HER SOLE AND SEPARATE USE AND BENEFIT DESCRIBED AS FOLLOWS, TO WIT:

BEING LOT NO.609, BLOCK 29, CHARLOTTE PARK COMPANY'S FIRST ADDITION,AS OF RECORD IN BOOK 57,PAGE 103, R.O.D.C.TENNESSEE.

SAID LOT 609 FRONTS 50 FEET ON THE NORTHERLY SIDE OF IDAHO AVENUE AND EXTENDS BACK NORTHWARDLY BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, AND IS THE SAME PROPERTY CONVEYED TO WALTER H.WRIGHT BY DEED OF B.E. THOMPSON,ET UX, AS OF RECORD IN BOOK 670PAGE 128, R.O.D.C.,TENNESSEE AND THE SAME PROPERTY CONVEYED TO HOMER B.WEIMER AND WIFE, MABEL WEIMER, AS OF RECORD IN BOOK__ PAGE ___ R.O.D.C.,TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

SAID LAST ABOVE DESCRIBED DEED SHOULD READ: TO HOMER B. WEIMAR AND WIFE, MABLE WEIMAR AS OF RECORD IN BOOK__ PAGE__ R.O.D.C.TENNESSEE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said MABLE WEIMAR, HER, heirs and assigns, forever, and I do covenant with the said MABLE WEIMAR 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 HEREINABOVE SET OUT,

And I,HOMER B. WEIMAR do further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said land to the said MABLE WEIMAR, HER heirs and assigns, against the lawful claims of all persons whomsoever

Witness MY hand, this 24TH day of OCTOBER, 19 35.

Witness:

HOMER B. WEIMAR

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LAWRENCE SPERRY a Notary Public in and for said County and State, the within-named HOMER B. WEIMAR

the bargainor, with whom I am personally acquainted, and who acknowledged that HE 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 24TH day of OCTOBER, 19 35.

Commission Expires 8 day of JULY, 19 36. (Seal.) LAWRENCE SPERRY, Notary Public.

U.S.R.S NONE
REC'D OCT 26,1935 AT 10:51 A.M.