3048 MARBRAND & BRUCE CO. NASHVILLE

For and in consideration of the sum of THIRTY-FOUR HUNDRED ($3400.00) & NO/100 DOLLARS CASH IN HAND PAID BY H. E. ANTHONY AND WIFE LULA MYRTLE OWENS ANTHONY, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.

WE, JOHN S. CARTWRIGHT AND WIFE LAVEIVE KING CARTWRIGHT HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID H. E. ANTHONY AND WIFE LULA MYRTLE OWENS ANTHONY, 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. 61 IN BLOCK "B" IN THE SUBDIVISION OF THE PREIST HOME PLACE, A PLAN OF WHICH IS RECORDED IN BOOK 161, PAGE 102, R.O.D.C. TENNESSEE. SAID LOT NO. 61 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF RUSSELL STREET AND EXTENDS BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED BY DEED FROM ROBERT L. STEELE, JR. AND WIFE MOZELLE H. STEELE TO JOHN S. CARTWRIGHT AND WIFE, OF RECORD IN BOOK NO. __ PAGE___ R.O.D.C. TENN.

TAXES FOR THE YEAR 1936 HAVING BEEN PRO RATED AND SETTLEMENT HAVING BEEN MADE THEREFOR BY THE GRANTOR'S, THE GRANTEES HEREIN HEREBY ASSUME AND AGREE TO PAY THE SAME.

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. E. ANTHONY AND WIFE LULA MYRTLE OWENS ANTHONY, THEIR, heirs and assigns, forever, and WE do covenant with the said H. E. ANTHONY AND WIFE 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, JOHN S. CARTWRIGHT AND WIFE LANEIVE KING CARTWRIGHT do further covenant and bind OURSELVES heirs and representatives, to warrant and forever defend the title to said land to the said H. E. ANTHONY AND WIFE, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S. this 3 day of AUG., 1936.

Witness:

JOHN S. CARTWRIGHT

LANEIVE KING CARTWRIGHT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. B. WALTON a Notary Public in and for said County and State, the within-named JOHN S. CARTWRIGHT AND WIFE, LANEIVE KING CARTWRIGHT the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY 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 3 day of AUG., 1936.

Commission Expires 10 day of APR., 1937. (Seal.) E. B. WALTON, Notary Public.

U.S.R.S. $3.50.

RECEIVED AUG. 4, 1936, AT 12:36 P.M.

3048 MARBRAND & BRUCE CO. NASHVILLE

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; I, ALBERT DULING, TRUSTEE, PURSUANT TO THE AUTHORITY VESTED IN ME BY THE TRUST HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID W. C. MONCRIEF & COMPANY, INCORPORATED, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, ITS SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

TRACT 43, BLOCK B, OF WOODLAWN 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 82, REGISTER'S OFFICE FOR 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 TWENTY-FIVE (25) 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 GALLATIN ROAD OR ANDERSON LANE, UPON WHICH EITHER RESIDENCE OR BUSINESS STORES MAY BE CONSTRUCTED. RESIDENCES ERECTED UPON SAID PROPERTY SHALL CONTAIN NOT LESS THAN 450 SQUARE FEET OF FLOOR SPACE AND NO SHEET METAL OR CURRUGATED 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 BRUCK, 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 W. C. MONCRIEF & COMPANY, INCORPORATED, ITS SUCCESSORS, and assigns, forever, and I do covenant with the said W. C. MONCRIEF & COMPANY, INCORPORATED, 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,

And I do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said W. C. MONCRIEF & COMPANY, INCORPORATED, ITS SUCCESSORS and assigns, against the lawful claims of all persons whomsoever.

Witness MY hand, this 7TH day of AUGUST, 1936.

Witness:

ALBERT DULING, TRUSTEE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LULU MURREY a Notary Public in and for said County and State, the within-named ALBERT DULING, TRUSTEE, 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 7TH day of AUGUST, 1936.

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

U.S.R.S. $0.50.

RECEIVED AUG. 10, 1936, AT 10:00 A.M.