MARSHALL & BRUCE CO. NASHVILLE

For and in consideration of the sum of ELEVEN HUNDRED & NO/100 ($1100.00) DOLLARS, CASH IN HAND PAID, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WALTER STOKES AND WIFE, NELLIE T.STOKES, HAVE BARGAINED, AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID NORMAN FROST AND WIFE, ANNA COOPER FROST, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

LAND IN THE 7TH, FORMERLY THE 10TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NO.1 ON THE PLAN OF A.B.MONTGOMERY LANDS, AS OF RECORD IN PLAN BOOK 1, PAGE 22, OF THE CHANCERY COURT AT NASHVILLE, DESCRIBED ACCORDING TO A COPY OF A SURVEY OF PART THEREOF MADE MARCH 11TH, 1927, BY ERLE DRAKE, COUNTY SURVEYOR, AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF CEDAR LANE, SAID POINT BEING THE SOUTHEAST CORNER OF BATTERY PLACE, EXTENDED, AND SAID CEDAR LANE; THENCE WITH THE SOUTHERLY MARGIN OF CEDAR LANE EASTERWARDLY 140 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION 160 FEET TO A 15 FOOT PROPOSED ALLEY: THENCE WITH THE NORTHERLY MARGIN OF SAID PROPOSED ALLEY WESTWARDLY 140 FEET TO A POINT IN THE EASTERLY MARGIN OF BATTERY PLACE, EXTENDED: THENCE WITH THE EASTERLY MARGIN OF SAID BATTERY PLACE, EXTENDED, IN A NORTHEASTERLY DIRECTION 160 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO WALTER STOKES BY DEED FROM NASHVILLE AND AMERICAN TRUST COMPANY, TRUSTEE, OF RECORD IN BOOK 1001, PAGE 135, REGISTERS OFFICE FOR SAID COUNTY.

IT IS UNDERSTOOD AND AGREED THAT THE SAID NORMAN FROST OR HIS ASSIGNS HAVE THE RIGHT TO TWO (2) WATER TAPS ON THE WATER MAIN OF WALTER STOKES TO BE LOCATED ADJACENT TO THE AFORESAID LOT, BUT, THE SAID WALTER STOKES IS NOT REQUIRED TO LAY THE AFORESAID WATER MAIN UNTIL TWO YEARS AFTER THE DATE OF THIS DEED.

IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. THAT NO SHOP, STORE, FACTORY, BUSINESS HOUSE, HOSPITAL, ASYLUM, OR INSTITUTION OF LIKE OR KINDRED NATURE, AND NO CHARITABLE INSTITUTION, SHALL BE ERECTED AND MAINTAINED ON THE PREMISES HEREIN CONVEYED, BUT THE SAID PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY, AND NOT OTHERWISE.
2. THAT NO RESIDENCE, OR DWELLING HOUSE, SHALL BE ERECTED OR KEPT ON SAID LAND COSTING LESS THAN $5,000.00 UNDER A REASONABLE ESTIMATE AND NONE OTHER EXCEPT BRICK, STONE OR STUCCO.
3. THAT NO RESIDENCE OR DWELLING HOUSE OR OTHER STRUCTURE SHALL BE ERECTED ON SAID LAND, WHOLLY OR PARTLY WITHIN 35 FEET OF THE FRONT LINE OF THE STREET OR AVENUE ON WHICH SAID LAND FRONTS.
4. THAT NO PRIVY SHALL BE BUILT ON SAID LAND EXCEPT IT BE LOCATED IN SOME BUILDING WHICH WILL CONCEAL ITS IDENITY.
5. 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 ABNOXIOUS TO HEALTH.
6. THAT NEITHER SAID LAND NOR ANY PART THEREOF SHALL BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, AND THAT NO PERSON OF AFRICAN BLOOD OR DESCENT SHALL OWN OR ACQUIRE TITLE THERETO EITHER IN FEE OR OTHERWISE, OR AS TENANTS OR LESSEES; BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON SAID LAND IN THE CAPACITY OF SERVANTS.
7. THE FOREGOING SIX STIPULATIONS, COVENANTS AND CONDITIONS SHALL ATTACH TO AND RUN WITH THE LAND AND SHALL BE BINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS WHO MAY NOW OR HEREAFTER OWN, POSSESS, OCCUPY OR USE THE SAID PREMISES OR ANY PART THEREOF OR ANY BUILDING OR STRUCTURE THEREON UNDER ANY TENURE WHATSOEVER, FOR THE PERIOD OF 25 YEARS FROM THE 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 NORMAN FROST AND WIFE, ANNA COOPER FROST, THEIR, heirs and assigns, forever, and WE do covenant with the said NORMAN FROST AND WIFE, ANNA COOPER FROST, 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 OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said NORMAN FROST AND WIFE, ANNA COOPER FROST, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 13TH day of OCTOBER, 1936.

Witness: WALTER STOKES

NELLIE T.STOKES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CASKEY KNOTT, a Notary Public in and for said County and State, the within-named WALTER STOKES AND WIFE, NELLIE T.STOKES, the bargainorS, 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 14TH day of OCTOBER, 1936.

Commission Expires 4 day of JAN. 1937. (Seal.) CASKEY KNOTT, Notary Public.

U.S.R.S. $1.50.

RECD OCT. 21, 1936 AT 12:10 P M

MARSHALL & BRUCE CO. NASHVILLE

For and in consideration of the sum of TWO THOUSAND ($2,000.00) DOLLARS, CASH IN HAND PAID TO ME BY C.W.RUSSELL, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

I, MARY BYRD MCCARTHY (A WIDOW) HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID C.W.RUSSELL, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING LOTS NOS. 15 AND 16 OF BLOCK "J" AND LOT NO.33 OF BLOCK "I", ON THE PLAN OF CHEROKEE PARK, THIRD SECTION, AS OF RECORD IN BOOK 843, PAGE 2 AND 3, REGISTERS OFFICE DAVIDSON COUNTY, TENNESSEE.

SAID LOT #15 FRONTS 56 FEET ON THE EASTERLY SIDE OF CHEROKEE ROAD AND RUNS BACK 148.23 FEET ON THE NORTHERLY LINE AND 148.47 FEET ON THE SOUTHERLY LINE TO THE WESTERLY LINE OF LOT #2, AND MEASURES 56 FEET THEREON.

SAID LOT #16 FRONTS 56 FEET ON THE EASTERLY SIDE OF CHEROKEE ROAD, AND RUNS BACK 148.47 FEET ON THE NORTHERLY LINE AND 148.83 FEET ON THE SOUTHERLY LINE TO THE WESTERLY LINE OF LOT # 3 AND MEASURES 56 FEET THEREON.

SAID LOT #33 FRONTS 60 FEET ON THE EASTERLY SIDE OF CHEROKEE ROAD, AND RUNS BACK 135.91 FEET ON THE NORTHERLY LINE AND 136.12 ON THE SOUTHERLY LINE, TO A DEAD LINE, AND MEASURES 60 FEET THEREON.

SAID LOTS NOS. 15 AND 16 BEING THE SAME PROPERTY CONVEYED TO MARY BYRD MCCARTHY BY TWO DEEDS FROM W.F.RANDOLPH, OF RECORD IN BOOK 819, PAGES 196 AND 200, R.O.D.C., TENNESSEE.

SAID LOT #33 BEING THE SAME PROPERTY CONVEYED TO MARY BYRD MCCARTHY, BY DEED OF W.F.RANDOLPH, OF RECORD IN BOOK 819, PAGE 195, R.O.D.C., TENNESSEE.

THE GRANTEE ASSUMES AND AGREES TO PAY THE STATE AND COUNTY TAXES FOR THE YEAR 1936 ON THE FOREGOING PROPERTY.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said C.W.RUSSELL, HIS, heirs and assigns, forever, and I do covenant with the said C.W.RUSSELL, 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 MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said C.W.RUSSELL, HIS heirs and assigns, against the lawful claims of all persons whomsoever.

Witness MY hand, this 28TH day of SEPTEMBER, 1936.

Witness: MARY BYRD MCCARTHY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARGARET R.ZELLNER, a Notary Public in and for said County and State, the within-named MARY BYRD MCCARTHY, (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 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 28TH day of SEPTEMBER, 1936.

Commission Expires 4/7/38 day of ~~, 19~~ (Seal.) MARGARET R.ZELLNER, Notary Public.

U.S.R.S. $2.00.

RECD OCT. 21, 1936 AT 2:40 P M