1019

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 KELLER B.MCCRARY, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

TRACT 2, BLOCK P, 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, 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 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 MCGAVOCK AVENUE, 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 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 KELLER B.MCCRARY, HIS, heirs and assigns, forever, and I do covenant with the said KELLER B.MCCRARY, 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, MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said KELLER B.MCCRARY, HIS heirs and assigns, against the lawful claims of all persons whomsoever

Witness MY hand, this 22ND day of DECEMBER, 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 22ND day of DECEMBER, 1936.

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

U.S.R.S. $0.50.
RECD DEC. 23, 1936 AT 11:13 A.M.

1019

For and in consideration of the sum of ($5400.00) FIFTY FOUR HUNDRED AND NO/100 DOLLARS, CASH IN HAND PAID BY GEORGES BALLY AND WIFE, VIVIAN C.BALLY, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

I, PAULINE ALDERSON, AN UNMARRIED WOMAN OF LAWFUL AGE, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID GEORGES BALLY AND WIFE, VIVIAN C.BALLY, 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.21 ON THE PLAN OF GREEN HILLS SUBDIVISION, AS OF RECORD IN BOOK 547, PAGE 128, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.21 FRONTS 75 FEET ON THE SOUTHERLY SIDE OF OBSERVATORY DRIVE, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO THE SAID PAULINE ALDERSON BY DEED FROM ROBERT JAKES, SR., AND WIFE, AS APPEARS OF RECORD IN BOOK 1006, PAGE 113, SAID REGISTERS OFFICE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said GEORGES BALLY AND WIFE, VIVIAN C.BALLY, THEIR, heirs and assigns, forever, and I do covenant with the said GEORGES BALLY AND WIFE, VIVIAN C.BALLY, 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,

THIS CONVEYANCE IS MADE SUBJECT TO THE BUILDING RESTRICTIONS SET OUT IN DEED OF RECORD IN BOOK 700, PAGE 112, SAID REGISTERS OFFICE.

And I, PAULINE ALDERSON, MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said GEORGES BALLY AND WIFE, THEIR heirs and assigns, against the lawful claims of all persons whomsoever

Witness MY hand, this 22ND day of DECEMBER, 1936.

Witness: PAULINE ALDERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARVIN K.BARRY, a Notary Public in and for said County and State, the within-named PAULINE ALDERSON, AN UNMARRIED WOMAN OF LAWFUL AGE, 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 X 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 23RD day of DECEMBER, 1936.

Commission Expires 8 day of JAN., 1938. (Seal.) MARVIN K.BARRY, Notary Public.

U.S.R.$. $5.50.
RECD DEC. 24, 1936 AT 10:30 A.M.