504 NUMBER 87493 RECORDED MAY 5, 1937.

A.C.BREAST, ET UX., TO H.E.RAINEY, ET UX.

1019

MARSHALL & BRUCE CO. NASHVILLE

For and in consideration of the sum of TEN AND NO/100 ($10.00) 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 H.E.RAINEY AND WIFE, CARLEAN RAINEY, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

THE NORTHERLY ONE-HALF OF TRACT 8, BLOCK D, OF COUNTRY CLUB ESTATES, A SUBDIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAT OF WHICH SUBDIVISION 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, COVANANTS 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 THEREOF.

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.RAINEY AND WIFE, CARLEAN RAINEY, THEIR, heirs and assigns, forever, and WE do covenant with the said H.E.RAINEY AND WIFE, CARLEAN RAINEY, 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 H.E.RAINEY AND WIFE, CARLEAN RAINEY, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 3RD day of MAY, 1937.

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 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 3RD day of MAY, 1937.

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

U.S.R.S. $0.50.

RECD MAY 4, 1937 AT 1:10 P M

NUMBER 87518 RECORDED MAY 5, 1937. 505

HULEN C.WALKER, TO L.C. ANDERSON.

1019

MARSHALL & BRUCE CO. NASHVILLE

For and in consideration of the sum of (1.00) ONE DOLLARS, CASH IN HAND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND OTHER VALUABLE CONSIDERATIONS.

I HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID L.C.ANDERSON, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING THE LOT NO.37 ON THE MAP OF ESKRIDGE SUBDIVISION OF PART OF THE FRANKLIN PROPERTY AS OF RECORD IN BOOK 547, PAGE 52, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.37 FRONTS 60 FEET ON THE NORHTERLY SIDE OF FAIRWIN AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 165 FEET TO A DEAD LINE.

BEING PART OF THE PROPERTY CONVEYED TO MARTHA F.ESKRIDGE AND HUSBAND, H.W.ESKRIDGE, BY DEED FROM W.L.HAILEY & CO. OF RECORD IN BOOK 939, PAGE 537, SAID REGISTERS OFFICE AND BY DECREE OF THE CHANCERY COURT, IN THE CAUSE OF W.B.FRANKLIN ET AL, VS, COMMERCE UNION BANK, ET AL, RULE NO. 36994, MINUTE BOOK 111, PAGE 122, REGISTERS OFFICE FOR SAID COUNTY.

SAME BEING THE PROPERTY CONVEYED TO HULEN C.WALKER TO L.C.ANDERSON OF RECORD IN BOOK ___, PAGE ___.

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

Witness OUR hand S, this - day of - 19__.

Witness: HULEN C.WALKER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RENA D.KANNARD, a Notary Public in and for said County and State, the within-named HULEN C.WALKER, the bargainor, with whom I am personally acquainted, and who acknowledged that HE 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 4TH day of MAY, 1937.

Commission Expires 15 day of OCTOBER, 1939. (Seal.) RENA D.KANNARD, Notary Public.

U.S.R.S. $0.50.

RECD MAY 4, 1937 AT 3:55 P M