WITNESS OUR HANDS, THIS 2ND DAY OF MARCH, 1936.

WITNESS:

_____ JOHN L.KENNEDY,JR.

_____ (SEAL) COMMERCE UNION BANK,

ATTEST: BY:

C.E.PEARSON, CHAS.F.LOVELL,
CHIEF CASHIER. VICE-PRESIDENT.

STATE OF TENNESSEE,)
DAVIDSON COUNTY.)

PERSONALLY APPEARED BEFORE ME, LULU MURREY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED JOHN L.KENNEDY,JR., A WIDOWER, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE,TENNESSEE,THIS 2ND DAY OF MARCH,1937.

(SEAL) LULU MURREY,
NOTARY PUBLIC.

MY COM.EX. OCTOBER 17, 1939.

STATE OF TENNESSEE,)
COUNTY OF DAVIDSON.)

ON THIS 2ND DAY OF MARCH, 1937, BEFORE ME, MARVIN K.BARRY, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY,APPEARED CHAS.F.LOVELL AND C.E.PEARSON TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT THEY ARE VICE-PRESIDENT AND CHIEF CASHIER, RESPECTIVELY, OF THE COMMERCE UNION BANK, A CORPORATION, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THE SAID CHAS.F.LOVELL AND C.E.PEARSON ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE,TENNESSEE, ON THIS THE DAY AND DATE AFORESAID.

(SEAL) MARVIN K.BARRY,
NOTARY PUBLIC.

MY COM.EX. JAN. 8, 1938.

U.S.R.S. $0.50.

RECD MAY 17, 1937 AT 10:30 A.M.

.....

NUMBER 88286 RECORDED MAY 18, 1937.

COMMERCE-UNION BANK,

TO WARRANTY DEED

HERBERT FRAZIER OSTEEN, ET UX.

FOR AND IN CONSIDERATION OF THE SUM OF FOUR HUNDRED, EIGHTY ($480.00) DOLLARS, CASH IN HAND PAID BY HERBERT FRAZIER OSTEEN AND WIFE, ZEOLA MAI OSTEEN,

THE COMMERCE-UNION BANK, TRUSTEE, A TENNESSEE CORPORATION, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID HERBERT FRAZIER OSTEEN AND WIFE, ZEOLA MAI OSTEEN, 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.52 ON THE MAP OF THE RE-SUBDIVISION OF CERTAIN LOTS IN EASTDALE PLACE AS OF RECORD IN BOOK 974, PAGE 22, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

SAID LOT NO. 52 FRONTS 60 FEET ON THE NORTHERLY SIDE OF PLYMOUTH AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 180 FEET TO A DEAD LINE.

AND BEING A PART OF THE SAME PROPERTY CONVEYED TO THE COMMERCE-UNION BANK, TRUSTEE, BY DEED OF THE STATE BANK & TRUST COMPANY, TRUSTEE, OF RECORD IN BOOK 633, PAGE 469, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

NO FREE WATER TAPS.

IT IS EXPRESSLY STIPULATED AND AGREED BY THE PARTIES AS FOLLOWS:

FIRST: THAT NO SHOP, STORE , FACTORY OR OTHER BUSINESS OF ANY KIND, HOSPITAL, ASYLUM, OR INSTITUTION OF LIKE OR DINDRED NATURE, AND NO CHARITABLE INSTITUTION SHALL BE ERECTED AND MAINTAINED ON THE PROPERTY HEREBY CONVEYED, BUT THE PREMISES SHALL B E OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY AND NOT OTHERWISE.

SECOND: THAT NO DWELLING COSTING LESS THAN THREE THOUSAND ($3000.00) DOLLARS SHALL BE ERECTED OR KEPT ON THE PROPERTY HEREIN CONVEYED.

THIRD: THAT NO DWELLING OR RESIDENCE OR OTHER STRUCTURE SHALL BE ERECTED OR KEPT ON THE PROPERTY HEREIN CONVEYED, WHOLLY OR PARTLY WITHIN 35 FEET OF THE FRONT LINE OF THE STREET OR AVENUE ON WHICH IT FRONTS, AND NO GARAGE, COAL HOUSE OR OTHER OUTHOUSE BUILDING SHALL BE ERECTED OR KEPT ON SAID PROPERTY WHOLLY OR PARTLY WITHIN EIGHTY FEET OF THE FRONT OF SAID STREET OR AVENUE ON WHICH SAID PROPERTY FRONTS.

FOURTH: THAT THE PREMISES NOR ANY PART OF THE PROPERTY HEREIN CONVEYED SHALL NOT BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSONS OR PERSON OF AFRICAN BLOOD OR DESCENT AND THAT NO PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT SHALL ACQUIRE TITLE THERETO IN FEE OR OTHERWISE OR AS TENANTS OR LESSEES, BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING IN THE CAPACITY OF SERVANTS ON SAID PREMISES.

FIFTH: IT IS FURTHER CONTRACTED AND AGREED THAT THESE COVENANTS AND AGREEMENTS ARE EXPRESS COVENANTS WHICH RUN WITH THE LAND AND SHALL BE BINDING UPON THE PURCHASER AND EVERY PURCHASER OR OWNER SUCCEEDING TO THIS LAND TO AND INCLUDING THE FIRST DAY OF JANUARY, 1944.

TO HAVE AND TO HOLD THE SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING TO THE SAID HERBERT FRAZIER OSTEEN AND WIFE, ZEOLA MAI OSTEEN, THEIR HEIRS AND ASSIGNS, FOREVER.

AND WE DO COVENANT WITH THE SAID HERBERT FRAZIER OSTEEN AND WIFE, ZEOLA MAI OSTEEN, THAT WE ARE LAWFULLY SEIZED AND POSSESSED OF SAID LAND IN FEE SIMPLE; HAVE A GOOD RIGHT TO CONVEY IT, AND THE SAME IS UNENCUMBERED.

AND WE, THE COMMERCE-UNION BANK, TRUSTEE, DO FURTHER COVENANT AND BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS, TO WARRANT AND FOREVER DEFEND THE TITLE TO THE SAID LAND TO THE SAID HERBERT FRAZIER OSTEEN AND WIFE, ZEOLA MAI OSTEEN, THEIR