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

(SEAL) BERNICE WALTEMATE,
NOTARY PUBLIC

MY COM.EX. OCT.12, 37.

U.S.R.S. $35.00.

RECD SEPT.8, 1937 AT 10:45 A.M.
MM

NUMBER 93772

RECORDED SEPT. 9, 1937.

DUNCAN F.KENNER, ET UX.,
TO WARRANTY DEED
MAXWELL E.BENSON.

FOR AND IN CONSIDERATION OF THE SUM OF SIXTEEN HUNDRED AND FIFTY AND NO/100 ($1650.00) DOLLARS, OF WHICH AMOUNT THE SUM OF SEVEN HUNDRED AND FIFTY DOLLARS ($750.00) HAS BEEN PAID TO US IN CASH BY MAXWELL E.BENSON, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED; AND FOR THE REMAINDER, THE SAID MAXWELL E. BENSON HAS EXECUTED HIS THIRTY-SIX (36) PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF DUNCAN F.KENNER, ON OR BEFORE, ONE EACH MONTH RESPECTIVELY, CONSECUTIVELY,BEGINNING OCTOBER IST, 1937. THE FIRST ONE OF SAID NOTES IS FOR THE SUM OF $29.50 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER IS FOR AN AMOUNT 12½ CENTS LESS THAN THE PRECEDING NOTE. THE PRINCIPAL OF EACH NOTE IS $25.00 AND THE REMAINDER OF EACH NOTE IS INTEREST AT SIX PER CENT UPON THE OUTSTANDING AMOUNT. THEREFORE, SAID NOTES BEAR NO INTEREST EXCEPT FROM MATURITY. TO SECURE THE PAYMENT OF SAID NOTES, A LIEN IS HEREBY EXPRESSLY RETAINED UPON THE PROPERTY HEREIN CONVEYED.

WE, DUNCAN F.KENNER AND WIFE, ELISE CARROLL KENNER, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID MAZWELL E.BENSON, 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. TWENTY-THREE (23) AND TWENTY-FOUR (24) ON THE PLAN OF D.F. KENNER'S WALNUT GROVE SUBDIVISION, AS OF RECORD IN BOOK 974, PAGE 2, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 23 AND 24 ADJOIN AND FRONT ONE HUNDRED (100) FEET EACH ON THE EASTERLY SIDE OF WALNUT DRIVE, AND RUN BACK BETWEEN LINES 210 FEET ON THE NORTHERLY LINE OF LOT NO.23 AND 207 FEET ON THE SOUTHERLY LINE OF LOT NO.24, TO THE WEST LINE OF THE PROPERTY OF THE WOODMONT GOLF CLUB, ON WHICH THEY MEASURE 105.5 FEET EACH.

BEING PART OF THE PROPERTY CONVEYED TO D.F.KENNER BY DEED FROM EVELINA KENNER DAVITT, ET AL. OF RECORD IN BOOK 971, PAGE 471, SAID REGISTERS OFFICE.

A FREE WATER TAP ON THE THREE INCH MAIN IN WALNUT DRIVE, WHICH WATER MAIN IS FOR THE EXCLUSIVE USE OF WALNUT GROVE SUBDIVISION, IS HEREBY CONVEYED TO THE GRANTEE HEREIN, HIS SUCCESSORS AND ASSIGNS, FOR THE USE OF THE PROPERTY HEREINABOVE DESCRIBED.



IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE GRANTORS AND THE GRANTEE HEREIN, AS FOLLOWS:

THAT NO SHOP, STORE, FACTORY OR BUSINESS HOUSE OF ANY KIND, NO HOSPITAL, ASYLUM OR INSTITUTION OF LIKE NATURE, SHALL BE ERECTED AND MAINTAINED ON THE PREMISES HEREIN CONVEYED, BUT THAT THE SAME SHALL BE OCCUPIED AND USED FOR RESIDENTIAL PURPOSES ONLY; THAT NO RESIDENCE OR DWELLING HOUSE COSTING LESS THAN FIVE THOUSAND DOLLARS ($5000.00) SHALL BE ERECTED ON THE PREMISES AND THAT NO HOUSE OR ANY PART THEREOF SHALL BE CONSTRUCTED WITHIN LESS THAN FIFTY (50) FEET OF THE FRONT LINE OF WALNUT DRIVE NOR ON ANY LOT HAVING LESS THAN ONE HUNDRED (100) FEET FRONT.

THAT NO HOUSE WILL BE CONSTRUCTED ON THE PREMISES EXCEPT ACCORDING TO PLANS AND SPECIFIACTIONS PREPARED BY A COMPETENT, LICENSED ARCHITECT.

THAT NO SWINE SHALL BE KEPT ON SAID PREMISES, NO SIGNS ERECTED AND MAINTAINED AND NO FENCES ERECTED ACROSS THE FRONT LINE OF ANY LOT, AND NO NUISANCE OF ANY KIND SHALL BE MAINTAINED OR ALLOWED THEREON, NOR ANY USE THEREOF MADE OR PERMITTED WHICH SHALL BE NOXIOUS OR DANGEROUS TO HEALTH.

THAT NEITHER THE PREMISES 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 OR PERSONS 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 PREMISES IN THE CAPACITY OF SERVANTS.

THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE COMMON TO ALL THE LOTS IN THE WALNUT GROVE SUBDIVISION AS OF RECORD IN BOOK 974, PAGE 2, REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE, AND SHALL BE BINDING AND OBLIGATORY UPON THE GRANTEE, HIS HEIRS, DEVISEES AND ASSIGNS UNTIL THE FIRST DAY OF THE YEAR, 1956, AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY OF SAID STIPULATIONS, COVENANTS AND CONDITIONS SHALL ATTACH TO AND RUN WITH THE LAND FOR THE BENEFIT OF ALL LOT HOLDERS IN SAID SUBDIVISION AND BE BINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS WHO MAY NOW OR HEREAFTER OWN, POSSESS, OCCUPY, OR USE SAID PREMISES, OR ANY PART THEREOF OR ANY BUILDING OR STRUCTURE THEREON UNDER ANY TENURE WHATSOEVER.

TO HAVE AND TO HOLD THE SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING TO THE SAID MAXWELL E. BENSON, HIS HEIRS AND ASSIGNS, FOREVER.

AND WE DO COVENANT WITH THE SAID MAXWELL E. BENSON, 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, DUNCAN F.KENNER AND WIFE, ELISE CARROLL KENNER, DO FURTHER COVENANT AND BIND OURSELVES, OUR HEIRS AND REPRESENTATIVES, TO WARRANT AND FOREVER DEFEND THE TITLE TO THE SAID LAND TO THE SAID MAXWELL E.BENSON, HIS HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

WITNESS OUR HANDS, THIS IST DAY OF SEPTEMBER, 1937.

WITNESS:_____

_____

DUNCAN F.KENNER

ELISE CARROLL KENNER