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; WE, PHILIP B. HILL AND WIFE, ELIZABETH FITE HILL, AND A.R. FITE, A WIDOWER HAVE BARGAINED AND SOLD, AND BY THES PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID JIMMIE C. LOVELL HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO WIT:

TRACTS 31-32, BLOCK B, OF KENNASTON ESTATES, A SUBDIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAT OF WHICH SUBDIVISION IS OF RECORD IN BOOK 843, PAGE 83, REGISTER'S 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 GALLATIN PIKE OR ANDERSON LANE, UPON WHICH EITHER RESIDENCES 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 BUIDLING 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. NOTOUTSIDE 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 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 JIMMIE C. LOVELL HER, heirs and assigns, forever, and WE do covenant with the said JIMMIE C. LOVELL 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 JIMMIE C. LOVELL HER, heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 24 day of MARCH, 1938.

Witness: XX

PHILIP B. HILL
ELIZABETH FITE HILL
A.R. FITE

STATE OF TENNESSEE/~~DAVIDSON~~ ALABAMA LAUDERDALE COUNTY.

Personally appeared before me, J.FRED JOHNSON a Notary Public in and for said County and State, the within-named PHILIP B. HILL AND WIFE, ELIZABETH FITE HILL 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 acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from X said husband, and for the purposes therein expressed.

Witness my hand and official seal at ~~Nashville, Tennessee~~ FLORENCE ALABAMA, this 31 day of MARCH, 1938.

Commission Expires 23 day of FEB, 1941 (Seal.) J.FRED JOHNSON Notary Public.

STATE OF TENNESSEE DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME, BOBBIE GARY A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED A.R. FITE, 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, THIS 24 DAY OF MARCH, 1938.
(SEAL) BOBBIE GARY, NOTARY PUBLIC
COM.EXPIRES JAN 10 1939

U.S.R.S. $.50¢
REC'D APRIL 11, 1938 AT 10:15 A.M.

For and in consideration of the sum of $1.00 (ONE DOLLAR) DOLLARS CASH IN HAND PAID BY HERBERT N. JORDAN, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND THE ASSUMPTION OF A $0,250.00 FIRST MORTGAGE NOTE, THE CITY REALTY COMPANY INCORPORATED, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF TENNESSEE HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID HERBERT N. JORDAN, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING THE NORTHERLY 58 FEET OF THE EASTERLY 150 FEET OF LOT NO. 1 ON THE MAP OF HAMILTON'S SUBDIVISION OF LOT NO. 2 OF THE JOHN RAINS PROPERTY, AS OF RECORD IN BOOK NO. 1, PAGE97, COUNTY COURT FORDAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF RAINS AVENUE AND MERRITT AVENUE; RUNNING THENCE WITH THE SOUTHERLY MARGIN OF MERRITT AVENUE, WESTWARDLY 150 FEET; THENCE SOUTHWARDLY PARRALLEL WITH RAINS AVENUE, 58 FEET; THENCE EASTWARDLY PARALLEL WITH MERRITT AVENUE, 150 FEET TO THE WESTERLY MARGIN OF RAINS AVENUE; THENCE WITH THE WESTERLY MARGIN OF RAINS AVENUE, NORTHWARDLY 58 FEET TO THE BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO THE CITY REALTY COMPANY, INCORPORATED, BY DEED RECORDED IN BOOK 857, PAGE 39, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

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 N. JORDAN, HIS, heirs and assigns, forever, and THE CITY REALTY COMPANY, INCORPORATED, DOES do covenant with the said HERBERT N. JORDAN, that IT IS lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered EXCEPT BY A MORTGAGE OF $1,250.00, SECURED BY A DEED OF TRUST FROM THE CITY REALTY COMPANY, INC., TO D. P. WRENNE, JR., TRUSTEE.

And THE CITY REALTY COMPANY, INCORPORATED, do further covenant and bind ITSELF, ITS SUCCESSORS AND ASSIGNS heirs and representatives, to warrant and forever defend the title to said land to the said HERBERT N. JORDAN, HIS heirs and assigns, against the lawful claims of all persons whomsoever. IN WITNESS WHEREOF, THE CITY REALTY COMPANY, INC., HAS CAUSED ITS NAME TO BE SUBSCRIBED HEREUNTO BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE ATTACHED, THIS THE 6TH DAY OF JUNE, 1938.

Witness: (SEAL) CITY REALTY COMPANY, INCORPORATED
BY HERBERT N. JORDAN, PRESIDENT.

STATE OF TENNESSEE, DAVIDSON COUNTY. X

Personally appeared before me, X a Notary Public in and for said County and State, the within-named X the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And X 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 XX 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 day of, 19

Commission Expires day of, 19 (Seal.) Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.
BEFORE ME, FRED KIRSHNER, - OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED HERBERT N. JORDAN, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE PRESIDENT OF THE CITY REALTY COMPANY, INCORPORATED, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH PRESIDENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.
WITNESS MY HAND AND SEAL, AT OFFICE IN NASHVILLE, TENNESSEE, THIS THE 6TH DAY OF JUNE, 1938.

(SEAL) FRED KIRSHNER, NOTARY PUBLIC.

MY COM. EXPIRES: 4-4-1939.
RECEIVED JUNE 7, 1938, AT 9:00 A/M.
FH