NUMBER 18651 RECORDED MAY 25,1939 RALEIGH L.SMITH (UNMARRIED) TO OLIVE GERTRUDE SMITH

1079

For and in consideration of the sum of ONE & 00/100 - - - DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS PAID BY THE SAID OLIVE GERTRUDE SMITH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

I,RALEIGH L.SMITH(UNMARRIED) HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID OLIVE GERTRUDE SMITH, HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

LOCATED IN THE 11TH CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, FRONTING IN THE SOUTHERLY LINE OF OLD HICKORY BOULEVARD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHEAST CORNER OF LOT 30 ON THE PLAN OF FOREST PARK AT MADISON,AS OF RECORD IN BOOK 843, PAGE 44, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE; THENCE IN AN EASTERLY DIRECTION ON THE SAME COURSE AS THE REAR LINE OF SAID LOT #30, FORTY-THREE (43) FEET AND SIX (6) INCHES TO A POINT;THENCE AT AN APPROXIMATE RIGHT ANGLE ONE HUNDRED FIFTY (150)FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT #30,BEING ON THE SOUTHERLY LINE OF OLD HICKORY BOULEVARD;THENCE SOUTH 7 DEGREES WEST 156 FEET 2 INCHES, MORE OR LESS, TO THE POINT OF BEGINNING:IT BEING THE INTENTION OF THE GRANTOR HEREIN TO CONVEY TO THE SAID CONVEYEE HEREIN, SUCH A STRIP OF GROUND SO THAT THE PROPERTY OF THE SAID OLIVE GERTRUDE SMITH WITH SAID LOT #30 NOW OWNED BY HER, WILL BE A RECTANGLE IN SHAPE, FRONTING 49 FEET 6 INCHES ON THE SOUTHERLY SIDE OF OLD HICKORY BOULEVARD, AND EXTENDING BACK BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE, AND SHOWS 49 FEET 6 INCHES ON SAID DEAD LINE.

BEING A PART OF THE PROPERTY CONVEYED TO RALEIGH L.SMITH BY DEED FROM EUGENE FITCH, ET UX, OF RECORD IN BOOK 481 PAGE 287, R.O.D.C.,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 OLIVE GERTRUDE SMITH, HER, heirs and assigns, forever, and I do covenant with the said OLIVE GERTRUDE SMITH 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,RALEIGH L.SMITH do further covenant and bind MYSELF ,MY HEIRS and representatives, to warrant and forever defend the title to said land to the said OLIVE GERTRUDE SMITH,HER heirs and assigns, against the lawful claims of all persons whomsoever.

Witness MY hand, this 19TH day of MAY, 1939

Witness: (RALEIGH) R.L. SMITH.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JACK OAKLEY a Notary Public in and for said County and State, the within-named RALEIGH L. SMITH (UNMARRIED) 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 day of MAY, 1939.

Commission Expires 17 day of MAY, 1942 (Seal.) JACK OAKLEY

Notary Public.

REC'D MAY 25,1939 AT 2:30 P.M.

NUMBER 18554 RECORDED MAY 25,1939 R.A. GRIFFIN ET UX TO M.M. STRATTON ET UX

1079

For and in consideration of the sum of FIVE HUNDRED - - - - - - - - - - - - - - - - DOLLARS CASH IN HAND PAID, WE, R.A. GRIFFIN AND WIFE, BLANCHE M.GRIFFIN HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID M.M. STRATTON AND WIFE, LUCILE S. STRATTON THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE, AS FOLLOWS:

A LOT OR PARCEL OF LAND IN THE 7TH, FORMERLY THE 11TH CIVIL DISTRICT OF DAVIDSON COUNTY ,TENNESSEE, BEING PART OF LOT NO.1 ON THE PLAN OF THE FARM LANDS OF SAMUEL WATKINS, DECEASED, AS OF RECORD IN BOOK 57, PAGE 16, REGISTER'S OFFICE FOR SAID COUNTY,BEING LOT NO.13, BLOCK NO.2 ON THE UNRECORDED PLAN OF STOKES TRACT DESCRIBED ACCORDING TO A SURVEY MADE BY Z.J. WILKINSON, LANDSCAPE PLANNER, MAY 6,1937, AS FOLLOWS: BEGINNING AT THE COMMON CORNER OF LOTS 12 AND 13 IN THE EASTERLY MARGIN OF WOODLAWN AVENUE, AND RUNNING WITH SAID WOODLAWN AVENUE SOUTHERLY 80 FEET, THENCE EASTERLY 191 FEET TO THE COMMON A OF LOTS 10 AND 13, THENCE NORTHERLY 85 FEET TO THE COMMON CORNER OF LOTS 12 AND 13, THENCE 181 FEET MORE OR LESS TO THE BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO R.A. GRIFFIN BY DEED FROM WM.P. GRIFFIN, AS OF RECORD IN BOOK 1082, PAGE 345 SAID REGISTER'S OFFICE.

IT IS UNDERSTOOD AND AGREED THAT THE SAID M.M. STRATTON AND WIFE, LUCILE S.STRATTON, THEIR HEIRS AND ASSIGNS, SHALL HAVE AND ARE HEREBY GIVEN THE PRIVILEGE OF MAKING ONE TAP ONTO THE WATER MAIN IN WOODLAWN AVENUE IN FRONT OF SAID PROPERTY, WITHOUT COST FOR THE PRIVILEGE OF MAKING SAID TAP, SAME TO BE FOR THE EXCLUSIVE USE AND BENEFIT OF SAID LOT, AND SHALL NOT SERVE OTHER PROPERTY; SAID TAP TO BE USED FOR ONE SINGLE RESIDENCE AND ACCOMPANYING OUTHOUSES.

THE PROPERTY HEREIN CONVEYED SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND CONDITIONS, WHICH SHALL BE FINDING UPON AND BE BINDING UPON AND BE OBSERVED BY THE GRANTEE HEREUNDER, HIS HEIRS, SUCCESSORS AND ASSIGNS UNTIL JANUARY 1ST,1945, EXCEPT THE "FIRST" RELATING TO BUSINESS USE AND THE "SIXTH" RELATING TO AFRICANS, WHICH TWO SHALL CONTINUE UNTIL JANUARY 1,1950. SAID RESTRICTIONS SHALL ATTACH TO AND RUN WITH THE LAND HEREIN CONVEYED.

FIRST - THAT NO SHOP,STORE, FACTORY, SALOON, OR BUSINESS HOUSE OF ANY KIND, NO HOSPITAL OR ASYLUM, OR INSTITUTION OF KINDRED NATURE, AND NO CHARITABLE INSTITUTION SHALL BE ERECTED ON THE PREMISES HEREBY CONVEYED, BUT SAID PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY AND NOT OTHERWISE.

SECOND - THAT ANY DWELLING HOUSE BUILT UPON SAID LOT SHALL BE SO CONSTRUCTED THAT ITS FRONT LINE(WHICH MEANS THE FRONT LINE OF PORCH OR ANY PROJECTION, NOT COUNTING STEPS) SHALL BE AT LEAST 60 FEET DISTANT FROM THE FRONT LINE OF SAID LOT.

THIRD- THAT NO RESIDENCE SHALL BE CONSTRUCTED WHOLLY OR PARTLY WITHIN LESS THAN 5 FEET OF THE SIDE LINE OF THE LOT HEREIN CONVEYED.

FOURTH- THAT NO MORE THAN ONE DWELLING SHALL BE ERECTED ON SAID LOT AT ANY ONE TIME.

FIFTH- THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED ON SAID LOT COSTING LESS THAN FOUR THOUSAND ($4,000.00)DOLLARS FOR THE RESIDENCE PROPER, NOT INCLUDING OUTHOUSES AND OTHER IMPROVEMENTS. THAT NO GARAGE OR OTHER OUTBUILDINGS SHALL BE ERECTED ON SAID LOT FOR USE AS A TEMPORARY BUILDING EXCEPT DURING THE CONSTRUCTION OF THE OWNER'S RESIDENCE, WHICH CONSTRUCTIONS SHALL NOT EXCEED ONE YEAR FROM DATE OF BEGINNING.

THE SEWERAGE FROM THE HOUSE ON THE PREMISES SHALL BE CONVEYED BY PIPE OR PIPES TO A SEPTIC TANK, CONSTRUCTED IN THE GOUND ON THE LOT, ACCORDING TO SPECIFICATIONS PRESCRIBED BY THE COUNTY OF DAVIDSON, GOVERNING THE CONSTRUCTION OF SEPTIC TANKS.

THAT NO NUISANCE OF ANY KIND SHALL BE MAINTAINED OR ALLOWED THEREON, NOR ANY USE THEREON MADE OR PERMITTED WHICH SHALL BE NOXIOUS OR DANGEROUS TO HEALTH.

SEE X BELOW-

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said M.M. STRATTON AND WIFE, LUCILE S. STRATTON,THEIR, heirs and assigns, forever, and R.A. GRIFFIN AND WIFE, BLANCHE M.GRIFFIN do covenant with the said M.M. STRATTON AND WIFE, LUCILE S. STRATTON that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered

And R.A. GRIFFIN AND WIFE, BLANCHE M. GRIFFIN do further covenant and bind THEIR heirs and representatives, to warrant and forever defend the title to said land to the said M.M. STRATTON AND WIFE, LUCILE S. STRATTON, THEIR heirs and assigns, against the lawful claims of all persons whomsoever. A LIEN IS EXPRESSLY RETAINED UPON THE PROPERTY HEREIN CONVEYED TO SECURE ALL THE DEFERRED PAYMENTS OF PURCHASE MONEY.

Witness OUR hand, this 8TH day of MAY, 1939.

Witness: BLANCHE M. GRIFFIN

R.A. GRIFFIN

STATE OF TENNESSEE, DAVIDSON COUNTY.

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

And BLANCHE M.GRIFFIN wife of the said R.A. GRIFFIN, having appeared before me privately and apart from HER husband, the said R.A. GRIFFIN acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 8TH day of MAY, 1939.

Commission Expires 22 day of OCT, 1939. (Seal.) MRS. ICYE GRIFFIN

Notary Public.

X(SIXTH - THAT NEITHER THE PREMISES, NOR ANY PART THEREOF OF SAID LAND,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 PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON THE SAID PREMISES IN THE CAPACITY OF SERVANTS.)

U.S.R.S. $.50¢

REC'D MAY 24,1939 AT 9:00 A.M.