682 NUMBER 27503
REALTY SALES COMPANY TO DOUGLAS PAGE PRENZELL, ET UX. RECORDED OCT. 28, 1939.

1079

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; THE GUARANTY MORTGAGE & LOAN COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID DOUGLAS PAGE PRENZEL AND WIFE, NANNIE LOU PRENZEL, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

TRACT 47, BLOCK K, OF MADISON PARK, A SUBDIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAT OF WHICH SUBDIVISION IS OF RECORD IN BOOK 974, PAGE 38, REGISTERS OFFICE OF SAID COUNTY.

THE PROPERTY IS SOLD AND SHALL BE CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS AND CONDITIONS, TO-WIT:

THAT THE PROPERTY HEREBY CONVEYED SHALL NOT BE USED FOR THE PURPOSE OF SELLING INTOXICATING DRINKS OR BEVERAGES OF ANY KIND. THAT NO PART OF THE PREMISES HEREIN CONVEYED SHALL BE SOLD, CONVEYED OR LEASED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 6, 11 AND 12, OF BLOCK A COSTING LESS THAN $1,500.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 14 TO 24, INCLUSIVE, OF BLOCK B COSTING LESS THAN $2,000.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 2 TO 13, INCLUSIVE, OF BLOCK B COSTING LESS THAN $1,500.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 10 TO 26, INCLUSIVE, OF BLOCK C COSTING LESS THAN $1,500.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 1 TO 17, INCLUSIVE, OF BLOCK C COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 31, INCLUSIVE, OF BLOCK D COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 27, INCLUSIVE, OF BLOCK E COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 8, INCLUSIVE, AND LOTS 12 TO 14, INCLUSIVE, OF BLOCK F COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 6, INCLUSIVE, AND 8 TO 17, INCLUSIVE, OF BLOCK G COSTING LESS THAN $1,000.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 18 TO 34, INCLUSIVE, OF SAID BLOCK G COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 5, INCLUSIVE, OF BLOCK I COSTING LESS THAN $1,500.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 7 TO 22, INCLUSIVE, AND LOTS 25 AND 25, AND LOTS 28 TO 34, INCLUSIVE, OF BLOCK I COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 16, INCLUSIVE, OF BLOCK J COSTING LESS THAN $1,000.00. THE COVENANTS AND RESTRICTIONS HEREIN PROVIDED SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE PRESENT AND SUBSEQUENT OWNERS OF EACH OF SAID NOTES FOR A PERIOD OF 20 YEARS FROM THE DATE HEREOF, AND IN ANY FUTURE CONVEYANCE THAT MAY BE MADE OF ANY OF THE PROPERTY HEREIN CONVEYED OR PART THEREOF, THERE WILL BE INSERTED IN THE DEED OF CONVEYANCE REFERENCE TO THE COVENANTS AND RESTRICTIONS PROVIDED FOR HEREIN.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said DOUGLAS PAGE PRENZEL AND WIFE, NANNIE LOU PRENZEL, THEIR heirs and assigns, forever, and THE REALTY SALES COMPANY DOES do covenant with the said DOUGLAS PAGE PRENZEL AND WIFE, NANNIE LOU PRENZEL, 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

And THE REALTY SALES COMPANY, ITSELF, ITS SUCCESSORS AND ASSIGNS heirs and representatives, to warrant and forever defend the title to said land to the said DOUGLAS PAGE PRENZEL AND WIFE, NANNIE LOU PRENZEL, THEIR heirs and assigns, against the lawful claims of all persons whomsoever. IN WITNESS WHEREOF THE REALTY SALES COMPANY HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICER, THIS THE 27TH DAY OF OCTOBER, 1939.

Witness:

(SEAL) REALTY SALES COMPANY

BY: W.D.DUTTON
VICE PRESIDENT.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, a Notary Public in and for said County and State, the within-named the bargainor, with whom I am personally acquainted, and who acknowledged that 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, 19

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

STATE OF TENNESSEE,
COUNTY OF DAVIDSON.

BEFORE ME, OVA DAVIS, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED W.D.DUTTON, WITH WHOM I AM PERXONALLY ACQUAINTED, AND WHO UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE VICE-PRESIDENT OF THE REALTY SALES COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT AS SUCH VICE-PRESIDENT, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THAT SAID W.D.DUTTON HAS AFFIXED CORPORATE SEAL OF SAID REALTY SALES COMPANY.

WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, TENNESSEE, THIS THE 27TH DAY OF OCTOBER, 1939.

(SEAL) OVA DAVIS,
NOTARY PUBLIC.

MY COM.EX. APRIL 5, 1943.

U.S.R.S. $0.50.
RECD OCT. 27, 1939 AT 3:15 P M
MM

NUMBER 27504 RECORDED OCT 28,1939 GUARANTY MORTGAGE & LOAN CO TO DOUGDAS PAGE PRENZEL ET UX 683

1079

For and in consideration of the sum of TEN ($10.00) AND NO/100 - - - DOLLARS CASH IN HAND PAID AND OTHER VALYABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED; THE GUARANTY MORTGAGE & LOAN COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID DOUBLAS PAGE PRENZEL AND WIFE NANNIE LOU PRENZEL THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

TRACTS 27, 28, 30, AND 31, BLOCK D, REVISED PLAN OF POWER & ROTH, OF MADISON PARK, ASUBDIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAT OF WHICH SUBDIVISION IS OF RECORD IN BOOK 843, PAGE 7, REGISTER'S OFFICE OF SAID COUNTY.

THE PROPERTY IS SOLD AND SHALL BE CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS AND CONDITIONS, TO WIT:

THAT THE PROPERTY HEREBY FONVEYED SHALL NOT BE USED FOR THE PURPOSE OF SELLING INTOXICATING DRINKS OR BEVERAGES OF ANY KIND. THAT NO PART OF THE PREMISES THEREIN CONVEYED SHALL BE SOLD, CONVEYED OR LEASED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 6,11 AND 12 OF BLOCK A COSTING LESS THAN $1,500.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS.14 TO 24, INCLUSIVE, OF BLOCK B COSTING LESS THAN $2,000.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS.2 TO 13 INCLUSIVE, OF BLOCK B COSTING LESS THAN $1,500.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS.10 TO 26, INCLUSIVE, OF BLOCK C COSTING LESS THAN $1,500.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 1 TO 17, INCLUSIVE, OF BLOCK C COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS.1 TO 31, INCLUSIVE, OF BLOCK D COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS.1 TO 27, INCLUSIVE, OF BLOCK E, COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS.1 TO 8, INCLUSIVE, AND LOTS 12 TO 14, INCLUSIVE, OF BLOCK F COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS.1 TO 6, INCLUSIVE, AND 8 TO 17, INCLUSIVE, OF BLOCK G COSTING LESS THAN $1,500.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS.1 TO 5, INCLUSIVE, OF BLOCK I COSTING LESS THAN $1,500.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 7 TO 22, INCLUSIVE, AND LOTS 25 AND 26, AND LOTS 28 TO 34, INCLUSIVE, OF BLOCK I COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS.1 TO 16, INCLUSIVE, OF BLOCK J COSTING LESS THAN $1,000.00. THE COVENANTS AND RESTRICTIONS HEREIN PROVIDED SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE PRESENT AND SUBSEQUENT OWNERS OF EACH OF SAID LOTS FOR A PERIOD OF 20 YEARS FROM THE DATE HEREOF, AND IN ANY FUTURE CONVEYANCE THAT MAY BE MADE OF ANY OF THE PROPERTY HEREIN CONVEYED OR PART THEREOF, THERE WIDL BE INSERVED IN THE DEED OF CONVEYANCE REFERENCE TO THE COVENANTS AND RESTRICTIONS PROVIDED FOR HEREIN.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said DOUGLAS PAGE PRENZEL AND WIFE, NANNIE LOU PRENZEL THEIR heirs and assigns, forever, and THE GUARANTY MORTGAGE & LOAN CO.DOES do covenant with the said DOUGLAS PAGE PRENZEL AND WIFE, NANNIE LOU PRENZEL 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

And THE GUARANTY MORTGAGE & LOAN CO ITSELF, ITS SUCCESSORS AND ASSIGNS heirs and representatives, to warrant and forever defend the title to said land to the said DOUGLAS PAGE PRENZEL AND WIFE, NANNIE LOU PRENZEL, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF THE GUARANTY MORTGAGE & LOAN CO., HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, THIS THE 27TH DAY OF OCT,1939.

Witness:

GUARANTY MORTGAGE & LOAN CO
BY FRED C. DANCE SECRETARY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, a Notary Public in and for said County and State, the within-named the bargainor, with whom I am personally acquainted, and who acknowledged that 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, 19

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

STATE OF TENNESSEE COUNTY OF DAVIDSON

BEFORE ME, OSCAR E. NORTH, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED FRED C. DANCE, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE SECRETARY OF THE GUARANTY MORTGAGE & LOAN COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH SECRETARY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THAT SAID CORPORATION NAS NO CORPORATE SEAL.

WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, TENNESSEE, THIS THE 27TH DAY OF OCTOBER, 1939.

(SEAL) OSCAR E. NORTH, NOTARY PUBLIC
COM.EXPIRES JULY 14 1941

U.S.R.S. $1.00
REC'D OCT 27,1939 AT 3:16 P.M.