NUMBER 24460 RECORDED SEPT.8, 1939.

RICHARD J.MENEFEE, UNMARRIED, TO ELVIS A.FITZGERALD ET UX.

AMES MARSHALL & BRUCE CO., NASHVILLE

1110

For and in consideration of the sum of FIVE ($5.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION TO ME IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.

I, RICHARD J.MENEFEE, UNMARRIED, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID ELVIS A.FITZGERALD, AND WIFE, SARAH LOUISE, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

LAND IN DAVIDSON COUNTY,TENNESSEE, BEING LOT NO.5 OF BLOCK NO. 2 ON THE PLAN OF FAIRFAX PLACE AS OF RECORD IN BOOK 547, PAGES 137 AND 138, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.5 FRONTS 60 FEET ON THE SOUTHERLY SIDE OF BLAKEMORE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 158.38 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO RICHARD J.MENEFEE BY DEED FROM B.F.MOORE AND WIFE, OF RECORD IN BOOK 1101, PAGE 281, SAID REGISTERS OFFICE.

PURCHASER AGREES TO ABIDE BY THE RESTRICTIVE COVENANT CONTAINED IN AN INSTRUMENT EXECUTED BY E.L.HAMPTON, RECORDED IN BOOK 1038, PAGE 149, REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

TAXES FOR THE YEAR 1939 TO BE PRORATED AS OF DATE OF DEED AND ASSUMED BY PURCHASER.

SUBJECT TO A FIRST MORTGAGE IN THE SUM OF THIRTY-SEVEN HUNDRED AND 00/100 ($3750.00) TO E.E.MURREY, TRUSTEE, DATED MAY 22, 1939, AND DUE NINETY (90) DAYS FROM DATE, EXECUTED BY RICHARD J.MENEFEE, UNMARRIED, AND RECORDED IN BOOK 829, PAGE 699, REGISTERS OFFICE FOR 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 ELVIS A.FITZGERALD AND WIFE, SARAH LOUISE, THEIR, heirs and assigns, forever, and I do covenant with the said ELVIS A.FITZGERALD AND WIFE, SARAH LOUISE 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, EXCEPT AS HEREIN BEFORE SET OUT.

And I, RICHARD J.MENEFEE, UNMARRIED do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said ELVIS A.FITZGERALD AND WIFE, SARAH LOUISE, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness MY hand, this 1ST day of SEPTEMBER, 1939.

Witness: RICHARD J.MENEFEE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.L.BAINBRIDGE,JR., a Notary Public in and for said County and State, the within-named RICHARD J.MENEFEE, AN UNMARRIED MAN, the bargainor, with whom I am personally acquainted, and who acknowledged that HE 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 X 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 1ST day of SEPTEMBER, 1939.

Commission Expires 6 day of MAY, 1940. (Seal.) W.L.BAINBRIDGE,JR. Notary Public.

U.S.R.S. $1.00

RECD SEPT.8, 1939 AT 10:00 A.M.

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NUMBER 24386 RECORDED SEPT. 8, 1939.

A.C.BREAST, ET UX., TO H.F.ADAMS.

AMES MARSHALL & BRUCE CO., NASHVILLE

1110

For and in consideration of the sum of SIX HUNDRED ($600.00) AND NO/100 DOLLARS CASH IN HAND PAID AND OTHER VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED;

WE, A.C.BREAST AND WIFE, JANIE B. BREAST, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID H.F.ADAMS, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

TRACT 26, BLOCK C, OF COUNTRY CLUB ESTATES, A SUBDIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAT OF WHICH SUBDIVISION IS OF RECORD IN BOOK 843, PAGE 95, REGISTERS 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 THIRTY (30) FEET OF THE FRONT LINE OF SAID PROPERTY. THE SAID SUBDIVISION OF WHICH THE ABOVE DESCRIBED PROPERTY IS A PART AND PARCEL THEREOF, IS RESTRICTED TO RESIDENCE PURPOSES ONLY, EXCEPTING LOTS FRONTING ON MCGAVOCK AVENUE, UPON WHICH EITHER RESIDENCES OR BUSINESS STORES MAY BE CONSTRUCTED. RESIDENCES ERECTED UPON SAID PROPERTY SHALL CONTAIN NOT LESS THAN 600 SQARE FEET OF FLOOR SPACE AND NO SHEET METAL OR CORRUGATED IRON SHALL BE USED IN CONSTRUCTION THEREOF. IT IS EXPRESSLY UNDERSTOOD THAT ANY BUILDING 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. NO OUTSIDE 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 ANY BUILDING OR STRUCTURE THEREON UNDER ANY TENURE WHATSOEVER FOR A PERIOD OF FIFTY YEARS FROM DATE THEREON.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said H.F.ADAMS, HIS, heirs and assigns, forever, and WE do covenant with the said H.F.ADAMS, 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 H.F.ADAMS, , HIS heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 17 day of JULY, 1939.

Witness: A.C.BREAST

JANIE B.BREAST.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, OVA DAVIS a Notary Public in and for said County and State, the within-named A.C.BREAST AND WIFE, JANIE B.BREAST, the bargainor, 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 X 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 17 day of JULY, 1939.

Commission Expires 5 day of APRIL, 1943. (Seal.) OVA DAVIS, Notary Public.

U.S.R.S. $1.00

RECD SEPT.6, 1939 AT 10:34 A.M.

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