TO HAVE AND TO HOLD SAID REAL ESTATE, WITH ALL THE HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING, TO THE SAID M. F. RYAN AND TO HIS HEIRS AND ASSIGNS FOREVER.

IN WITNESS WHEREOF, THE SAID JOSEPH R. WEST, CLERK AND MASTER AS AFORESAID, HEREUNTO SETS HIS HAND THE DATE FIRST ABOVE WRITTEN.

JOSEPH R. WEST,
CLERK & MASTER

STATE OF TENNESSEE
DAVIDSON COUNTY

PERSONALLY APPEARED BEFORE ME R. T. YOUNG, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, THE WITHIN NAMED JOSEPH R. WEST CLERK AND MASTER, 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 SEAL, THIS THE ~~13TH~~ 24th DAY OF JUNE, 1938.

(SEAL) R. T. YOUNG,
NOTARY PUBLIC

MY COM. EXPIRES 4-11-41

U.S.R.S. 55¢

REC'D OCT 17, 1940 AT 2;40 P.M.

- -

NUMBER 47641 RECORDED OCT 21,1940

LAURA L.ROBERTSON

TO DEED

C.E. BRUSH,III

FOR AND IN CONSIDERATION OF THE SUM OR SUMS HEREINAFTER MENTIONED AND SET OUT, PAID AND TO BE PAID BY CLINTON E. BRUSH, III, AND MARTHA STOCKTON BRUSH, HIS WIFE (HEREINAFTER CALLED GRANTEE), AS FOLLOWS: $1400.00 CASH ON DELIVERY OF DEED, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. AND FOR THE SECURITY OF THE PAYMENT OF SAID DEFERRED PURCHASE PRICE, A VENDOR'S LIEN IS HEREIN AND HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREINAFTER CONVEYED; I, LAURA LEA ROBERTSON, A WIDOW(HEREINAFTER CALLED GRANTOR), HAVE BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID GRANTEE, THE FOLLOWING DESCRIBED TRACT OR PARCEL OF LAND, LYING AND BEING IN THE SEVENTH CIVIL DISTRICT OF THE COUNTY OF DAVIDSON AND STATE OF TENNESSEE, TO WIT:

LOT #9 - BLOCK "A" - GATEWAY ACRES, AS OF RECORD IN BOOK 974 PAGE 73 REGISTER'S OFFICE OF DAVIDSON COUNTY.

TO HAVE AND TO HOLD SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING TO THE SAID GRANTEE, CLINTON E. BRUSH III AND MARTHA STOCKTON BRUSH, HIS WIFE, AS TENANTS BY THE ENTIRETY,THEIR HEIRS AND ASSIGNS, FOREVER IN FEE SIMPLE .

THE SAID GRANTOR COVENANTS THAT SHE IS LAWFULLY SEIZED AND POSSESSED OF SAID TRACT OR PARCEL OF LAND, HAS A GOOD RIGHT TO CONVEY IT AND THE SAME IS UNENCUMBERED, AND FURTHER COVENANTS AND BINDS HERSELF, HER HEIRS AND ASSIGNS, TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID TRACT OR PARCEL OF LAND TO THE SAID GRANTEE, HIS, HER OR THEIR HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

4256 MARSHALL & BRUCE CO., NASHVILLE

THE RESTRICTIVE COVENANTS CONTAINED IN AN INSTRUMENT EXECUTED BY LAURA LEA ROBERTSON ON RECORD IN BOOK 1066, PAGE 402, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, SHALL BE COVENANTS RUNNING WITH THE LAND AND BE BINDING AND OBLIGATORY UPON ALL PURCHASERS OF THE PROPERTY HEREIN DESCRIBED,THEIR SUCCESSORS AND ASSIGNS, ACCORDING TO THE TERMS OF SAID RESTRICTIONS, AND GRANTEE AGREES AND ACKNOWLEDGES HIMSELF BOUND THEREBY AS THOUGH SAID RESTRICTIONS WERE COPIED HERE IN FULL.

THE GRANTEE SHALL BE GIVEN THE RIGHT, WITHOUT ANY ADDITIONAL CHARGE, TO MAKE A TAP ON A WATER MAIN LYING ADJACENT TO THE ABOVE DESCRIBED PROPERTY BUT WATER THROUGH SAID PIPE MUST BE ARRANGED FOR WITH THE NASHVILLE WATER COMPANY AND THE CITY OF NASHVILLE.

IN ORDER TO CO-OPERATE WITH THE RESIDENTS OF LEALAND IN THE MAINTENANCE OF A HIGH STANDARD OF ATTRACTIVE HOMES, THE GRANTEE AGREES TO INSTALL A STOKER OR SOME OTHER SMOKE ELIMINATING DEVICE IN HIS HEATING PLANT, AND HAVE HIS HOUSE DESIGNED BY A LICENSED NASHVILLE ARCHITECT.

IT IS AGREED BETWEEN THE GRANTOR AND THE GRANTEE THAT TAXES FOR 1940 ON THE ABOVE DESCRIBED PROPERTY SHALL BE PRO-RATED IN PROPORTION TO TIME OF OWNERSHIP.

THE SAID PROPERTY IS ENCUMBERED AT THIS TIME BY TWO DEEDS OF TRUST, ONE DATED JULY 14, 1936, AND ONE DATED NOVEMBER 19,1937. THE FIRST IS RECORDED IN BOOK 987 PAGE 304, AND THE SECOND IN BOOK 1034, PAGE 238, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE. SAID FIRST DEED OF TRUST SECURES A NOTE OF $40,000.00, AND SAID SECOND DEED OF TRUST A NOTE OF $35,000.00,BOTH OF WHICH ARE DUE ON JULY 14,1938 EXTENDED WITH INTEREST AT THE RATE OF 5% PER ANNUM. SAID DEEDS OF TRUST ARE ON A PARITY AND SECURE SAID INDEBTEDNESS EQUALLY AND ALIKE. THE AMERICAN NATIONAL BANK OF NASHVILLE, A BANKING CORPORTION ORGANIZED UNDER THE ACTS OF CONGRESS, WITH PRINCIPAL OFFICE AND PLACE OF BUSINESS IN NASHVIDLE, DAVIDSON COUNTY,TENNESSEE, IS THE LEGAL OWNER AND HOLDER OF SAID TWO NOTES AT THIS TIME, AND FOR A SUFFICIENT CONSIDERATION JOINS IN THIS DEED FOR THE PURPOSE OF RELEASING THE LIENS OF SAID DEEDS OF TRUST AS TO THE TRACT HEREINABOVE DESCRIBED. ALL OTHER CONDITIONS OF SAID DEEDS OF TRUST AND THE LIEN ON THE REMAINING PROPERTY SHALL REMAIN AS AT PRESENT. THE SAID BANK JOINS IN THIS DEED FOR NO OTHER PURPOSE THAN TO EXECUTE THIS RELEASE AND MAKES NO WARRANTIES OR GUARANTIES OF ANY KIND WHATSOEVER.

IN WITNESS WHEREOF, SAID LAURA LEA ROBERTSON, HAS HEREUNTO SUBSCRIBED HER NAME, AND THE SAID THE AMERICAN NATIONAL BANK OF NASHVILLE HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS DULY AUTHORIZED OFFICERS ON THIS THE 13 DAY OF OCTOBER,1940.

LAURA LEA ROBERTSON

(SEAL) THE AMERICAN NATIONAL BANK OF NASHVILLE,
BY J.C. WILKERSON, V. PRESIDENT

ATTEST: M.E. BARR ,CASHIER

STATE OF TENNESSEE) SS
COUNTY OF HAMILTON)

PERSONALLY APPEARED BEFORE ME, ELIZABETH H.DOBBS, A NOTARY PUBLIC