Book No. 1142

For and in consideration of the sum of FIVE ($5.00) AND NO/100 DOLLARS, CASH IN HAND PAID AND OTHER CONSIDERATIONS ACCEPTED AS CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

WE, GEORGE H. HARDING AND WIFE, JIMMIE MORROW HARDING; AND LENA HARDING KILLEBREW AND HUSBAND, SAM KILLEBREW; MAUDE HARDING STILLSON AND HUSBAND, W. W. STILLSON HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO FRANCES HARDING, A THREE-TENTHS UNDIVIDED INTEREST, AND UNTO VIRGINIA HARDING HORN AND HUSBAND, E. P. HORN, JR., AS AN ESTATE BY THE ENTIRETY, A THREE-TENTHS UNDIVIDED INTEREST, IN AND TO THE FOLLOWING LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

A TRACT OF LANDIN THE 9TH, FORMERLY THE 14TH, CIVIL DISTRICT OF SAID COUNTY, DESCRIBED, PARTLY ACCORDING TO A SURVEY MADE FEBRUARY 20, 1911, BY E. R. SOUTHGATE, COUNTY SURVEYOR FOR SAID COUNTY, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF HIGHWAY NO. 70 AND THE SAWYER-BROWN ROAD; AND RUNNING THENCE NORTHERLY, WITH THE CENTER OF SAID SAWYER-BROWN ROAD, 1566 FEET; THENCE EASTERLY 2845 FEET; THENCE NORTHERLY 1525 FEET, MORE OR LESS, TO THE CENTER OF THE HICKS ROAD; THENCE WITH THE CENTER OF THE HICKS ROAD, SOUTH 64½° EAST 129.36 FEET, SOUTH 54½° EAST 155.1 FEET, SOUTH 36½° EAST 462 FEET, SOUTH 37-3/4° EAST 561 FEET, SOUTH 46½° EAST 66 FEET, SOUTH 55½° EAST 82½ FEET, SOUTH 69-3/4° EAST 165 FEET AND SOUTH 84½° EAST 244.2 FEET; THENCE SOUTHERLY 2640 FEET TO THE CENTER OF HIGHWAY NO. 70; THENCE WESTERLY AND NORTHWESTERLY WITH THE CENTER OF SAID HIGHWAY NO. 70, 4600 FEET, MORE OR LESS, TO THE BEGINNING, CONTAINING 250 ACRES, MORE OR LESS.

SAID PROPERTY WAS DEVISED TO THE SAID GEORGE H. HARDING, LENA HARDING KILLEBREW, MAUDE HARDING STILLSON, FRANCES HARDING, AND VIRGINIA HARDING HORN BY THE WILL OF MRS. MAUDE MARABLE HARDING, DECEASED, WHICH APPEARS OF RECORD IN WILL BOOK 56, PAGE 395, OF THE COUNTY COURT OF DAVIDSON COUNTY.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said FRANCES HARDING AND VIRGINIA HARDING HORN AND HUSBAND, E. P. HORN, JR. AS HEREINABOVE SET OUT, THEIR heirs and assigns, forever, and WE do covenant with the said FRANCES HARDING, VIRGINIA HARDING HORN AND HUSBAND, E. P. HORN, JR., 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 FRANCES HARDING, VIRGINIA HARDING HORN, E. P. HORN, JR., THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 3D day of MAY, 1940.

Witness:

GEORGE H. HARDING
JIMMIE MORROW HARDING
LENA HARDING KILLEBREW
SAM KILLEBREW
MAUDE HARDING STILLSON
W. W. STILLSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. F. DOTY, a Notary Public in and for said County and State, the within-named GEORGE H. HARDING AND WIFE, JIMMIE MORROW HARDING, GEORGE H. HARDING, JIMMIE MORROW HARDING, the bargainorS, 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 5 day of MAY, 1940.

Commission Expires 9 day of APRIL, 1941. (Seal.) J. F. DOTY, Notary Public.

STATE OF NEW MEXICO, COUNTY OF HIDALGO.
PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED LENA HARDING KILLEBREW AND HUSBAND, SAM KILLEBREW, LENA HARDING KILLEBREW SAM KILLEBREW, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT LORDSBURG, NEW MEXICO, THIS 4TH DAY OF MAY, 1940.
COM. EXP. FEB. 27, 1941. (SEAL) THOMAS R. TAGGERT, NOTARY PUBLIC.

STATE OF MICHIGAN, COUNTY OF WASHTENAW
PERSONALLY APPEARED BEFORE ME, ROSS R. HALL, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED MAUDE HARDING STILLSON AND HUSBAND, W. W. STILLSON, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT YPSILANTI, MICHIGAN, THIS 7TH DAY OF MAY, 1940.
COM. EXP. 5/7/40. (SEAL) ROSS R. HALL, NOTARY PUBLIC.

U.S.R.S. $10.00.
RECEIVED MAY 15, 1940, AT 11:10 A.M.



Book No. 1142

For and in consideration of the sum of THREE HUNDRED (300) THREE HUNDRED & NO/100 DOLLARS CASH IN HAND PAID BY J.C.ELLER, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

P.V.HAMBLEN AND WIFE, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID J.C.ELLER, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

A CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE 4TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING LOT NO.36 IN BLOCK "C", ON A MAP ENTITLED SUBDIVISION MAP 3, OF THE LIFE & CASUALTY INSURANCE COMPANY PROPERTY AT OLD HICKORY, DAVIDSON COUNTY, TENNESSEE, RECORDED IN BOOK 974, PAGE 11, SAID OF REGISTERS OFFICE.

SAID LOT FRONTS 60 FEET ON THE SOUTH SIDE OF HAMBLEN AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 175 FEET TO A DEAD LINE, BEING 60 FT. THEREON, AND BEING THE SAME PROPERTY CONVEYED TO P.V.HAMBLEN BY DEED FROM CUMBERLAND DEVELOPMENT COMPANY AS OF RECORD IN BOOK ___, PAGE ___, R.O.D.C., TENNESSEE.

1939 TAXES ARE TO BE PAID BY THE SELLER.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS:
1. THAT ALL BUILDINGS ERECTED ON SAID LAND SHALL BE OF UNIFORM DISTANCE FROM THE PROPERTY LINES, WHICH SHALL IN NO INSTANCE BE NEARER THAN TWENTY FEET FROM SAID PROPERTY LINES.
2. THAT THE PREMISES AND NO PART THEREOF SHALL BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSON OF AFRICAN BLOOD OR DESCENT, AND THAT NO PERSON 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 OR PROHIBIT PERSONS PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON THE SAID PREMISES IN THE CAPACITY OF SERVANTS.
3. SEWERAGE RESTRICTIONS: THE SEWERAGE RIGHTS BY VIRTUE OF SEWER LINWS NOW ON THIS PROPERTY ARE NOT EXCLUSIVELY TO THE PURCHASERS HEREIN, BUT ARE HEREBY RESERVED FOR THE COMMON USE OF OTHER DUPONTONIA PROPERTY WITH FULL RIGHT AND PRIVILEGE TO MAKE ANY CONNECTIONS THERETO.
4. NO DWELLING SHALL BE CONSTRUCTED AT A COST OF LOSS THAN $1250.00.
5. THE PURCHASER IS HEREBY EXTENDED THE PRIVILEGE OF CONNECTING WITH THE WATER SYSTEM OF DUPONTONIA WATER COMPANY BY ONE CONNEOTION, THE SAME BEING AN ONE-HALF INCH WATER CONNECTION, AND THE SAME IS TO BE INSTALLED AND USED AS PROVIDED IN THE RULES AND REGULATIONS OF THE DUPONTONIA WATER COMPANY. AND ALL INSTALLATION EXPENSE IS TO BE PAID AND ASSUMED BY THE PURCHASER.
6. THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON, AND SHALL BE OBSERVED BY THE SAID GRANTEES AND HEIRS, DEVISEES OR ASSIGNS, UNTIL THE FIRST DAY OF JANUARY, 1956. AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY OF SAID STIPULATIONS, COVENANTS AND CONDITIONS ATTACH TO AND RUN WITH THE LAND, AND SHALL BE BINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS NOW OR THEREAFTER OWN, POSSESS, OCCUPY AND USE SAID PREMISES OR ANY PART THEREOF, OR ANY BUILDING OR STRUCTURE THEREON, UNDER ANY TENURE WHATSOEVER. THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE MATTERS AND THINGS CONTAINED IN THE THIRD AND FIFTH PARAGRAPHS ABOVE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said J.C.ELLER, HIS heirs and assigns, forever, and I do covenant with the said J.C.ELLER, that HE HAS lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered.

And I, J.C.ELLER, do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said P.V.HAMBLEN AND WIFE, HIS heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand -, this - day of -, 19 -

Witness:

MRS.P.V.HAMBLEN
P.V.HAMBLEN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, P.V.HAMBLEN AND WIFE, a Notary Public in and for said County and State, the within-named COUNTY, DAVIDSON, TENNESSEE, 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 MADISON, Tennessee, this 17TH day of JANUARY, 1940.

Commission Expires 5 day of JANUARY, 1944. (Seal.) MRS.W.E.NIX, Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON.
PERSONALLY APPEARED BEFORE ME, P.V.HAMBLEN AND WIFE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED DAVIDSON, TENNESSEE, 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 MADISON, TENNESSEE, THIS 17TH DAY OF JANUARY, 1940.
COMM.EX.JANUARY 5, 1944. (SEAL) MRS.W.E.NIX, NOTARY PUBLIC.

U.S.R.S. $0.50.
RECED MAY 15, 1940 AT 2:55 P M
MM