STORY-MARSHALL & BRUCE CO., NASHVILLE

Book No. 1157

For and in consideration of the sum of ($1.00) ONE AND NO/100 DOLLARS CASH IN HAND PAID,

THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND OTHER VALUABLE CONSIDERATION, RECEIVED AS CASH, WE, JOHN N. LOWRANCE AND WIFE, LEOTA G. LOWRANCE, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID B. V. DAVIS AND WIFE, MILDRED J. DAVIS, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCELOF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING THE WESTERLY 60 FEET OF LOT NUMBER 19, ON THE MAP OF THE SUB-DIVISION OF THE SOUTH PART OF DR. L. G. NOEL'S PROPERTY, AS OF RECORD IN BOOK 547, PAGE 105 REGISTER'S OFFICE FOR SAID COUNTY. SAID PART OF LOT NUMBER 19 FRONTS 60 FEET ON THE S UTHERLY SIDE CLAYTON AVENUE AND RUNS BACK BETWEEN PARALLEL LINES, 140 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO JOHN N. LOWRANCE AND WIFE, LEOTA G. LOWRANCE BY DEED FROM J. M. LOWRANCE AND WIFE, VIRGINIA LOWRANCE, AS OF RECORD IN BOOK 1166, PAGE 71 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LAND HEREIN DESCRIBED IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, AND LIMITATIONS, WHICH ARE EXPRESSLY MADE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING ON THE GRANTEES, THEIR HEIRS AND ASSIGNS, FOR A PERIOD OF THIRTY YEARS FROM JULY 28, 1926 TO WIT:

1. THT NO SHOP, STORE, FACTORY, SLOON OR BUSINESS HOUSE OF ANY KIND, NO HOSPITAL ASYLUM OR INSTITUTION OF LIKE OR KINDRED NATURE SHALL BE ERECTED AND MAINTAINED ON THE PREMISES HEREBY CONVEYED, BUT THE SAID PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY AND NOT OTHERWISE.

2. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED OR KEPT ON SAID LOT OR PART THEREOF THAT SHALL COST LESS THAN THE SUM OF $4,000.00

3. THAT NO RESIDENCE OR DWELLING HOUSE OR OTHER STRUCTURE SHALL BE ERECTED OR OCCUPIED ON SAID LOT OR PART THEREOF, WHOLLY OR PARTLY WITHIN 40 FEET OF THE FRONT LINE OF THE STREET ON WHICH SAID LOT FRONTS.

4. THAT NO SWINE SHALL BE KEPT ON SAID PREMISES AND NO NUISANCE OF ANY KIND SHALL BE MAINTAINED OR ALLOWED THEREON NOR ANY USE THEREOF MADE OR PERMITTED WHICH SHALL BE NOXIOUS OR DANGEROUS TO HEALTH.

5. THAT NEITHER THE PREMISES NOR ANY PART THEREOF SHALL BE SOLD, ALIENATED, CONVEYED OR DEVISED TO ANY PERSON OF AFRICAN BLOOD OR DEZCENT, AND THAT NO PERSON OR PERSONS OF AFRICAN DESCENT SHALL OWN OR ACQUIRE TITLE THERETO, EITHER IN FEE, OR OTHERWISE, OR AS TENANTS OR LESSES, BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS.

6. ALL HOUSES SHALL BE CONSTRUCTED OF BRICK, STONE, CONCRETE BLOCK, OR IF STUCCO, IT SHALL BE APPLIED ON MASONARY CONSTRUCTION.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said B. V. DAVIS AND WIFE, MILDRED J. DAVIS, THEIR, heirs and assigns, forever, and WE do covenant with the said B. V. DAVIS AND WIFE, MILDRED J. DAVIS 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, JOHN N. LOWRANCE AND WIFE, LEOTA G. LOWRANCE do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said B. V. DAVIS AND WIFE, MILDRED J. DAVIS, heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hands, this 28TH day of FEBRUARY 1941.

Witness:

JOHN N. LOWRANCE
LEOTA G. LOWRANCE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. D. WILLIAMS a Notary Public in and for said County and State, the within-named JOHN N. LOWRANCE AND WIFE, LEOTA G. LOWRANCE 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 X husband, the said X acknowledged the execution of the said instrument to have been done by X 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 FEBRUARY, 19 41

Commission Expires XXXX 1-5-44, 19 (Seal.) J. D. WILLIAMS
Notary Public.

U.S.R.S. $.6.60
REC'D MAR 22, 1941 AT 11/17 A.M.

STORY-MARSHALL & BRUCE CO., NASHVILLE

Book No. 1157

For and in consideration of the sum of OF NINE HUNDRED DOLLARS PAID IN CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, HOWELL E. WARNER AND WIFE, RUBY M. WARNER, HAVE THIS DAY BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO L. A. MORRISEY, HIS HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED PARCEL OF LAND LOCATED IN DAVIDSON COUNTY, TENNESSEE, AND BEING

THE NORTHERLY TWENTY TWO AND ONE HALF FEET OF LOT NO. 23 IN MCNAIRY AND HALL'S ADDITION TO NASHVILLE, A PLAN OF WHICH IS NOT RECORDED. SAID PART OF SAID LOT NO. 23 FRONTS TWENTY TWO AND ONE HALF AND ONE HALF FEET ON THE EASTWARDLY SIDE OF FIRST AVENUE NORTH (FORMERLY FRONT STREET) AND RUNS BACK BETWEEN PARALLEL LINES TO THE LOW WATER MARK OF THE CUMBERLAND RIVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY MARGIN OF FIRST AVENUE NORTH, FORMERLY FRONT STREET, AT THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO A. L. HAWKINS BY DEED FROM W. O. CRANOR AND WIFE OF RECORD IN BOOK 1036, PAGE 58 REGISTER'S OFFICE FOR SAID COUNTY; THENCE WITH SAID HAWKINS' NORTHERLY LINE EASTWARDLY TO THE LOW WATER MARK OF CUMBERLAND RIVER; THENCE WITH SIAD LOW WATER MARK NORTHWARDLY 22½ FEET MORE OR LESS, TO THE CORNER OF LOTS NOS. 23 AND 24; THENCE WITH THE LINE BETWEEN SAID TWO LOTS WESTWARDLY TO THE EASTERLY MARGIN OF FIRST AVENUE NORTH; THENCE WITH SAID AVENUE SOUTHWARDLY 22½ FEET TO THE BEGINNING. BEING THE SAME PROPERTY CONVEYED TO US BY DEED OF JOHN W. LITTLE AND WIFE OF RECORD IN BOOK 1012, PAGE 245, 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 L. A. MORRISEY, HIS, heirs and assigns, forever, and WE do covenant with the said L. A. MORRISEY 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.

EXCEPT BY CITY AND STATE AND COUNTY TAXES FOR THE YEAR 1941, WHICH SAID VENDEE ASSUMS AND AGREES TO PAY, SAID TAXES HAVING BEEN PRORATED AS OF EVEN DATE HEREWITH

And WE THE SAID HOWELL E. WARNER AND WIFE, RUBY M. WARNER further covenant and bind OURSELVES, OUR LEGAL heirs and representatives, to warrant and forever defend the title to said land to the said L. A. MORRISEY, HIS, heirs and assigns, against the lawful claims of all persons whomsoever. IN WITNESS WHEREOF, WE HOWELL E. WARNER AND WIFE, RUBY M. WARNER, HAVE HEREUNTO SIGNED OUR NAMES ON THIS THE 25TH DAY OF MARCH 1941.

~~Witness my hand, this day of~~

Witness.

HOWELL E. WARNER
RUBY M. WARNER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN H. LECHLEITER a Notary Public in and for said County and State, the within-named HOWELL E. WARNER AND WIFE, RUBY M. WARNER 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 X husband, the said X acknowledged the execution of the said instrument to have been done by X 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 25 day of MARCH, 19 41

Commission Expires 4 day of AUG, 19 42 (Seal.) JOHN H. LECHLEITER
Notary Public.

U.S.R.S. $1/10
REC'D MAR 25, 1941 AT 10/00 A.M.