NUMBER 53931 RECORDED FEB. 11, 1941.

WILEY KEITH, A WIDOWER, TO VERA BOBO, AND JOYCE ELAM.

STAHL MARSHALL & BRUCE CO. NASHVILLE

Book No. 1160

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;

I, WILEY KEITH, A WIDOWER, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID VERA BOBO AND JOYCE ELAM, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

TRACTS 31 AND 32, BLOCK B, OF OVERLOOK ESTATES, A SUB-DIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAT OF WHICH SUB-DIVISION IS OF RECORD IN BOOK 843, PAGE 105, 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 TWENTY-FIVE (25) FEET OF THE FRONT LINE OF SAID PROPERTY. THE SAID SUB-DIVISION OF WHICH THE ABOVE DESCRIBED PROPERTY IS A PART AND PARCEL THEREOF, IS RESTRICTED TO RESIDENCE PURPOSES ONLY, EXCEPTING LOTS FRONTING ON GALLATIN PIKE OR ANDERSON LANE, UPON WHICH EITHER RESIDENCES OR BUSINESS STORES MAY BE CONSTRUCTED. RESIDENCES ERECTED UPON SAID PROPERTY SHALL CONTAIN NOT LESS THAN 450 SQUARE FEET OF FLOOR SPACE, AND NO SHEET METAL OR CORRUGTED 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 HEREOF.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said VERA BOBO AND JOYCE ELAM, THEIR heirs and assigns, forever, and I do covenant with the said VERA BOBO AND JOYCE ELAM 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.

And I do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said VERA BOBO AND JOYCE ELAM, THEIR heirs and assigns, against the lawful claims of all persons whomsoever

Witness MY hand, this 17 day of JANUARY, 1938.

WILEY KEITH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BOBBIE GARY, a Notary Public in and for said County and State, the within-named WILEY KEITH, A WIDOWER, 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 X acknowledged the execution of the said instrument to have been done by X 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 17 day of JANUARY, 1938.

Commission Expires 10 day of JAN., 1939. (Seal.) BOBBIE GARY, Notary Public.

U.S.R.S. $0.50

RECD FEB. 10, 1941 AT 2:00 P M

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NUMBER 53961 RECORDED FEB. 13, 1941.

W.H.G.CALDWELL, ET UX., TO WILLI MAE WRIGHT.

STAHL MARSHALL & BRUCE CO. NASHVILLE

Book No. 1160

For and in consideration of the sum of TWO THOUSAND ($2,000.00) DOLLARS, PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

WE, W.H.G.CALDWELL AND WIFE, NELLIE MILNER CALDWELL, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID WILLI MAE WRIGHT, HER 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.195 ON THE PLAN OF NOEL SUBDIVISION OF WATKINS PARK, NOT OF RECORD.

ACCORDING TO A BLUE PRINT OF SAID PLAN SAID LOT NO.195 FRONTS 225 FEET ON THE WEST SIDE OF BENHAM STREET AND RUNS BACK BETWEEN PARALLEL LINES, WITH THE NORTH MARGIN OF WOODMONT AVENUE, 200 FEET TO THE EAST LINE OF LOT NO.220.

BEING A PART OF THE SAME PROPERTY CONVEYED TO W.H.G.CALDWELL AND WIFE, NELLIE MILNER CALDWELL, BY DEED FROM JAMES A.NEWMAN, TRUSTEE, OF RECORD IN BOOK 1023, PAGE 260, REGISTERS OFFICE FOR SAID COUNTY.

IT IS EXPRESSLY AGREED AND COVENANTED BY AND BETWEEN THE GRANTEE AND THE GRANTOR HEREIN AND IS A PART OF THE CONSIDERATION OF THIS CONVEYANCE; THAT:

1. NO SHOP, STORE, FACTORY, APARTMENT HOUSE, DUPLEX, BUSINESS HOUSE, OR BUILDING DESIGNED FOR THE OCCUPATION OF MORE THAN ONE FAMILY SHALL BE ERECTED OR MAINTAINED ON THE PREMISES HEREIN CONVEYED AND SAID PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY.

2. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED ON SAID LAND COSTING LESS THAN TEN THOUSAND ($10,000.00) DOLLARS.

3. THAT ONLY ONE RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED ON SAID LAND, NOR SHALL THE LAND HEREBY CONVEYED BE SUBDIVIDED INTO TWO OR MORE LOTS; SAID RESIDENCE SHALL NOT BE ERECTED PARTLY OR WHOLLY WITHIN 100 FEET OF WOODMONT AVENUE LINE, OR PARTLY OR WHOLLY WITHIN 60 FEET OF THE BENHAM STREET LINE, OR PARTLY OR WHOLLY WITHIN 25 FEET OF EITHER OF THE OTHER TWO PROPERTY LINES BOUNDING THE PREMISES HEREIN CONVEYED.

4. THE PREMISES HEREIN CONVEYED SHALL NEVER BE SOLD, OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD, OR DESCENT AND NO PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT SHALL OWN OR ACQUIRE TITLE THERETO EITHER IN FEE, OR OTHERWISE, OR AS TENANTS, OR LESSEES, BUT THIS CONVEYANCE DOES NOT PRECLUDE NOR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS.

5. NO HORSES, PONIES, COWS, SWINE, OR POULTRY OR OTHER NUISANCE SHALL BE PERMITTED ON SAID PROPERTY AND THE KEEPING OR MAINTENANCE OF ANY TYPE OF LIVE STOCK OR ANIMALS THAT CAUSE AN EMISSION OF ODORS FROM THE PREMISES IS PROHIBITED.

6. NO GARAGE, OR OTHER OUT BUILDINGS SHALL BE ERECTED ON SAID LOT FOR USE AS A TEMPORARY DWELLING, NOR TO BE CONSTRUCTED WHOLLY OR PARTLY WITHIN 100 FEET OF WOODMONT AVENUE LINE, OR WHOLLY OR PARTLY WITHIN 60 FEET OF THE BENHAM STREET LINE, OR WHOLLY OR PARTLY WITHIN 25 FEET OF EITHER OF THE OTHER TWO PROPERTY LINES BOUNDING THE PREMISES HEREIN CONVEYED.

SAID FOREGOING STIPULATIONS AND CONDITIONS SHALL BE BINDING AND SHALL BE OBSERVED BY THE GRANTEE, HER HEIRS, SUCCESSORS, AND ASSIGNS UNTIL THE FIRST DAY OF JANUARY, 1966, AND IT IS EXPRESSLY AGREED THAT ALL AND EACH OF SAID STIPULATIONS SHALL ATTACH TO AND RUN WITH THE LAND AND SHALL BE BINDING UPON ALL, OR EVERY PERSON OR PERSONS WHO MAY NOW, OR HEREAFTER, OWN, POSSESS, OCCUPY, OR USE SAID PREMISES, OR ANY PART THEREOF, OR ANY BUILDING OR STRUCTURE THEREON UNDER ANY TENURE WHATSOEVER.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said WILLI MAE WRIGHT, HER heirs and assigns, forever, and WE do covenant with the said WILLI MAE WRIGHT, 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, W.H.G.CALDWELL, AND WIFE, NELLIE MILNER CALDWELL, do further covenant and bind OURSELVES, AND OUR heirs and representatives, to warrant and forever defend the title to said land to the said WILLI MAE WRIGHT, HER heirs and assigns, against the lawful claims of all persons whomsoever

Witness OUR hand S, this 8TH day of FEBRUARY, 1941.

NELLIE MILNER CALDWELL

W.H.G.CALDWELL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.PHELPS SMITH, a Notary Public in and for said County and State, the within-named W.H.G.CALDWELL, AND WIFE, NELLIE MILNER CALDWELL, the bargainor S, 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 X acknowledged the execution of the said instrument to have been done by X X freely, voluntarily, and understandingly X X without compulsion or constraint from said husband and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 8 day of FEBRUARY, 1941.

Commission Expires 24 day of JAN., 1943. (Seal.) H.PHELPS SMITH, Notary Public.

U.S.R.S. $2.20.

RECD FEB. 11, 1941 AT 10:27 A.M.

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