V. J.A.E.

Book No. 1194

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; THE GUARANTY MORTGAGE & LOAN COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID MRS. LILLIE BURKITT, HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

TRACTS FOUR (4) AND FIVE (5), OF BLOCK L, IN MADISON PARK, A SUBDIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAT OF WHICH SUBDIVISION IS OF RECORD IN BOOK 843, PAGE 7, REGISTER'S OFFICE OF SAID COUNTY.

THE PROPERTY IS SOLD AND SHALL BE CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS AND CONDITIONS, TO-WIT:

THAT THE PROPERTY HEREBY CONVEYED SHALL NOT BE USED FOR THE PURPOSE OF SELLING INTOXICATING DRINKS OR BEVERAGES OF ANY KIND. THAT NO PART OF THE PREMISES HEREIN CONVEYED SHALL BE SOLD, CONVEYED OR LEASED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 6, 11 AND 12 OF BLOCK A COSTING LESS THAN $1,500.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 14 TO 24, INCLUSIVE, OF BLOCK B COSTING LESS THAN $2,000.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 2 TO 13, INCLUSIVE, OF BLOCK B COSTING LESS THAN $1,500.00. THAT NO RESIDENCE OR DWELLINGHOUSE SHALL BE ERECTED UPON LOTS NOS. 10 TO 26, INCLUSIVE, OF BLOCK C COSTING LESS THAN $1,500.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 1 TO 17, INCLUSIVE, OF BLOCK C COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 31, INCLUSIVE, OF BLOCK D COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 27, INCLUSIVE, OF BLOCK E COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 8, INCLUSIVE, AND LOTS 12 TO 14, INCLUSIVE, OF BLOCK F COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 6, INCLUSIVE, AND 8 TO 17, INCLUSIVE, OF BLOCK G COSTING LESS THAN $1,500.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 18 TO 34, INCLUSIVE, OF SAID BLOCK G COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 5, INCLUSIVE, OF BLOCK I COSTING LESS THAN $1,500.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 7 TO 22, INCLUSIVE, AND LOTS 25 TO 26 AND LOTS 28 TO 34, INCLUSIVE, OF BLOCK I COSTING LESS THAN $1,000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 16, INCLUSIVE, OF BLOCK J, COSTING LESS THAN $1,000.00. THE COVENANTS AND RESTRICTIONS HEREIN PROVIDED SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE PRESENT AND SUBSEQUENT OWNERS OF EACH OF SAID LOTS FOR A PERIOD OF 20 YEARS FROM THE DATE HEREOF, AND IN ANY FUTURE CONVEYANCE THAT MAY BE MADE OF ANY OF THE PROPERTY HEREIN CONVEYED OR PART THEREOF, THERE WILL BE INSERTED IN THE DEED OF CONVEYANCE REFERENCE TO THE COVENANTS AND RESTRICTIONS PROVIDED FOR HEREIN.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said LILLIE BURKITT, HER, heirs and assigns, forever, and THE GUARANTY MORTGAGE & LOAN COMPANY DOES do covenant with the said LILLIE BURKITT that IT IS lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered

And GUARANTY MORTGAGE & LOAN COMPANY do further covenant and bind ITSELF, ITS SUCCESSORS AND ASSIGNS heirs and representatives, to warrant and forever defend the title to said land to the said LILLIE BURKITT, HER heirs and assigns, against the lawful claims of all persons whomsoever. IN WITNESS WHEREOF, THE GUARANTY MORTGAGE & LOAN CO., HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, THIS THE 24 DAY OF APRIL, 1942.

Witness:

GUARANTY MORTGAGE & LOAN COMPANY

BY: FRED C. DANCE, SECRETARY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, a Notary Public in and for said County and State, the within-named the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And wife of the said, having appeared before me privately and apart from husband, the said 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 day of, 19

Commission Expires day of, 19 (Seal.) Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.
BEFORE ME, RENA B. REYNOLDS, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED FRED C. DANCE, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE SECRETARY OF THE GUARANTY MORTGAGE & LOAN COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH SECRETARY, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION AND THAT SAID CORPORATION HAS NO CORPORATE SEAL.
WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, TENNESSEE, THIS THE 24 DAY OF APRIL, 1942.
(SEAL) RENA B. REYNOLDS, NOTARY PUBLIC.
MY COMMISSION EXPIRES: JAN. 5- 1944.
U.S.R.S. $0.99
RECEIVED MAY 27, 1942, AT 11:51 A.M.

F. H.

D. J.A.E.

Book No. 1194

For and in consideration of the sum of EIGHT HUNDRED AND NO/100 ($800.00) - - - - - DOLLARS CASH IN HAND PAID BY S.T. ROSS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE CITY OF NASHVILLE HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID S.T. ROSS, HIS 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, AND BEING PARTS OF LOTS NUMBER 26 AND 27 IN THE D.T. MCGAVOCK PLAN AS IN CHANCERY COURT PLANS IN BOOK NUMBER 1, PAGE 33, OF THE CHANCERY COURT AT NASHVILLE, TENNESSEE,

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERN MARGIN OF EIGHTH AVENUE, NORTH AND AT THE SOUTHERN MARGIN OF MADISON STREET AND BEING THE NORTHEASTERN CORNER OF LOT NUMBER 26; THENCE SOUTHERLY WITH THE WESTERLY NEW MARGIN OF EIGHTH AVENUE, NORTH, 80 FEET TO A POINT AT THE SOUTHEAST CORNER OF LOT NUMBER 27 AND BEING 50 FEET FRONT OF LOT NUMBER 26, AND 30 FEET FRONT OF LOT NUMBER 27, AND IN ACCORDANCE WITH THE NEW CITY STREET PLAN OF EIGHTH AVENUE, NORTH, AS OF RECORD IN PLAN NUMBER A-4-41 OF THE YEAR OF 1941, IN THE PLANS OF THE CITY ENGINEERING OFFICE AT NASHVILLE, TENNESSEE; THENCE WESTERLY WITH THE NORTH LINE OF LOT NUMBER 28 OF THE D.T. MCGAVOCK PLAN AND BEING THE DIVIDING LINE BETWEEN LOTS 27 AND 28, TO A POINT AT THE SOUTHWEST CORNER OF LOT NUMBER 27, 81 FEET; THENCE NORTHERLY AND PARALLEL WITH THE NEW LINE OF EIGHTH AVENUE, NORTH 80 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT NUMBER 26 AND AT THE SOUTHERLY MARGIN OF MADISON STREET; THENCE EASTERLY ALONG THE NORTHERLY MARGIN OF LOT NUMBER 26, TO THE POINT OF BEGINNING, AND BEING A PART OF LOTS NUMBER 26 AND 27, CONVEYED TO THE CITY OF NASHVILLE BY DEED FROM MRS. LENA A, ROTHFELDT AND G.W. HOLT.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said S.T. ROSS, HIS, heirs and assigns, forever, and THE CITY OF NASHVILLE DOES do covenant with the said S.T. ROSS that IT IS lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered

And THE CITY OF NASHVILLE DOES do further covenant and bind ITSELF, ITS SUCCESSORS AND heirs and representatives, to warrant and forever defend the title to said land to the said S.T. ROSS, HIS heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 18 day of MARCH, 1942.

ATTEST P.L. WOODWARD, CITY CLERK (SEAL) CITY OF NASHVILLE

BY THOS. L. CUMMINGS, MAYOR

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, a Notary Public in and for said County and State, the within-named the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And wife of the said, having appeared before me privately and apart from husband, the said 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 day of, 19

Commission Expires day of, 19 (Seal.) Notary Public.

STATE OF TENNESSEE COUNTY OF DAVIDSON
BEFORE ME, ETHEL M. CARELL A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED MAYOR THOMAS L. CUMMINGS AND P.L. WOODWARD, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS, ACKNOWLEDGED THEMSELVES TO BE THE MAYOR AND CLERK, RESPECTIVELY, OF THE CITY OF NASHVILLE, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH MAYOR AND CLERK; BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID THOMAS L. CUMMINGS AS SUCH MAYOR, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING THE SAME BY THE SAID P.L. WOODWARD AS SUCH CLERK.
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT NASHVILLE, TENNESSEE, ON THIS 18TH DAY OF MARCH, 1942.
(SEAL) ETHEL M. CARELL, NOTARY PUBLIC
COM. EXPIRES JAN 20 1946

REC'D MAY 28, 1942 AT 12:04 P.M.
C. M.