Book No. 1198

For and in consideration of the sum of ($1225.00) TWELVE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS CASH IN HAND PAID BY CARL T. HINRICHS AND WIFE, MILDRED S. HINRICHS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, H. E. RICHARDSON AND WIFE, ARLENE RICHARDSON, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID CARL T. HINRICHS AND WIFE, MILDRED S. HINRICHS, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

LAND IN THE 7TH, FORMERLY THE 11TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE BY BLANCHARD AND PARRISH, ENGINEERS, AS FOLLOWS: BEGINNING ON THE SOUTHERLY MARGIN OF HAMPTON AVENUE AT AN IRON PIN ON THE WESTERLY LINE OF THE PROPERTY CONVEYED TO L. H. FARRIS AND WIFE BY DEED FROM H. E. RICHARDSON AND WIFE OF RECORD IN BOOK 805, PAGE 335, REGISTER'S OFFICE FOR SAID COUNTY; THENCE WITH SAID FARRIS' WESTERLY LINE SOUTHWARDLY 326 FEET; THENCE WESTWARDLY 121.13 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO KENNEDY CARR BROOKS AND WIFE BY DEED FROM HENRY E. RICHARDSON AND WIFE OF RECORD IN BOOK 1101, PAGE 372, SAID REGISTER'S OFFICE; THENCE NORTHWARDLY 324.6 FEET TO AN IRON PIN ON THE SOUTHERLY MARGIN OF HAMPTON AVENUE; THENCE WITH SAID AVENUE EASTWARDLY 122.5 FEET TO THE BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO H. E. RICHARDSON BY DEED FROM SAM H. ORR, TRUSTEE, OF RECORD IN BOOK 518, PAGE 659, SAID REGISTER'S OFFICE, TO WHICH REFERENCE IS HEREBY MADE.

IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE GRANTORS AND GRANTEES HEREIN: FIRST; THAT NO SHOP, STORE, FACTORY, SALOON, OR BUSINESS HOUSE OF ANY KIND; NO HOSPITAL OR INSTITUTION OF LIKE OR KINDRED NATURE AND NO CHARITABLE INSTITUTION SHALL BE ERECTED AND MAINTAINED ON THE PREMISES HEREBY AGREED TO BE CONVEYED, BUT THE SAME PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY; AND NOT OTHERWISE.

SECOND: THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED OR KEPT ON THE LAND HEREIN CONVEYED THAT SHALL COST LESS THAN THE SUM OF SIX THOUSAND ($6,000.00) DOLLARS.

THIRD: THAT NO RESIDENCE OR DWELLING HOUSE OR OTHER STRUCTURE SHALL BE ERECTED OR OCCUPIED ON SAID LAND WHOLLY OR PARTLY WITHIN ONE HUNDRED AND FIVE (105) FEET OF THE FRONT LINE OF THE SAID LAND.

FOURTH: 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.

FIFTH: THAT NEITHER THE PREMISES NOR ANY PART THEREOF SHALL BE SOLD, ALIENATED, CONVEYED OR DEVISED TO ANY PERSONS 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 COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS.

THE FOREGOING FIVE STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON AND SHALL BE OBSERVED BY THE SAID GRANTEE AND HEIRS, DEVISEES, SUCCESSORS, AND ASSIGNS UNTIL THE FIRST DAY OF JANUARY, A. D., 1950, AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY OF SAID STIPULATIONS, COVENANTS AND CONDITIONS SHALL ATTACH TO AND RUN WITH THE LAND, AND SHALL BE BINDING AND OBLIGATORY UPON ALL AND 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. THE GRANTORS HEREIN AGREE AND OBLIGATE AND BIND THEMSELVES TO OBSERVE THE COVENANTS AND RESTRICTIONS HEREWITH IMPOSED UPON THE GRANTEES UPON THE USE OF THE TRACT OF LAND ADJOINING THE ABOVE DESCRIBED PREMISES ON THE WEST.

**To Have and to Hold** the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said CARL T. HINRICHS AND WIFE, MILDRED S. HINRICHS, THEIR, heirs and assigns, forever, and WE do covenant with the said CARL T. HINRICHS AND WIFE, MILDRED S. HINRICHS, 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 1941 TAXES WHICH HAVE BEEN PRORATED AS OF DATE OF DEED AND ASSUMED BY GRANTEES HEREIN.

And WE, H. E. RICHARDSON AND WIFE, ARLENE RICHARDSON do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said CARL T. HINRICHS AND WIFE, MILDRED S. HINRICHS, THEIR, heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S this 16TH day of JUNE, 1941.

H. E. RICHARDSON

ARLENE RICHARDSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, IRIS L. GROOMES, a Notary Public in and for said County and State, the within-named H. E. RICHARDSON AND WIFE, ARLENE RICHARDSON, the bargainor S., with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XX 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 16TH day of JUNE, 1941.

Commission Expires 4TH day of JANUARY, 1944 (Seal.) IRIS L. GROOMES, Notary Public.

U.S.R.S. $1.65

RECEIVED JUNE 16, 1941, AT 2:09 P.M.



Book No. 1198

For and in consideration of the sum of EIGHT HUNDRED AND NO/100 ($800.00) DOLLARS

CASH IN HAND PAID BY FELIX E. COTTLE AND WIFE, NEVA E. COTTLE, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

WE, NELLIE T. STOKES AND HUSBAND, WALTER STOKES HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID FELIX E. COTTLE AND WIFE, NEVA E. COTTLE, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING LOT NO. 36, BLOCK A ON THE MAP OF THE FINAL PLAT OF WALTER STOKES HOME PLACE, AS OF RECORD IN BOOK 974, PAGE 92, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND DESCRIBED ACCORDING TO A SURVEY MADE BY BLANCHARD AND PARRISH JUNE 6, 1941 AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF LOMBARDY AVENUE, THE COMMON CORNER OF LOTS NOS. 35 AND 36 OF SAID SUBDIVISION. SAID POINT BEING 1356.9 FEET WEST OF THE WESTERLY MARGIN OF BRIGHTWOOD AVENUE; THENCE SOUTHERLY WITH THE DIVIDING LINE BETWEEN LOTS NOS. 35 AND 36 OF SAID SUBDIVISION 170 FEET TO A POINT, THE COMMON CORNER OF SAID LOTS NOS. 35 AND 36 OF SAID SUBDIVISION; THENCE WESTERLY 100 FEET TO A POINT, THE COMMON CORNER OF LOTS NOS. 36 AND 37 OF SAID SUBDIVISION; THENCE NORTHERLY WITH THE DIVIDING LINE BETWEEN LOTS NOS. 36 AND 37 OF SAID SUBDIVISION 170 FEET TO A POINT IN THE SOUTHERLY MARGIN OF LOMBARDY AVENUE; THENCE EASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO NELLIE T. STOKES BY DEED FROM WALTER STOKES OF RECORD IN BOOK 1044, PAGE 589, SAID REGISTER'S OFFICE.

IT IS UNDERSTOOD AND AGREED AND THIS CONVEYANCE IS MADE UPON CONDITION THAT THE RESTRICTIVE COVENANTS WHICH ARE OF RECORD IN BOOK 662, PAGE 807, AND BOOK 1108, PAGE 76, R.O.D.C., TENNESSEE, ARE AGREED TO BY THE CONVEYEES HEREIN, THEIR HEIRS AND ASSIGNS AND THE SAME ARE COVENANTS RUNNING WITH THE LAND HEREIN CONVEYED.

**To Have and to Hold** the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said FELIX E. COTTLE AND WIFE, NEVA E. COTTLE, THEIR, heirs and assigns, forever, and WE do covenant with the said FELIX E. COTTLE AND WIFE, NEVA E. COTTLE 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, NELLIE T. STOKES AND HUSBAND, WALTER STOKES, do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said FELIX E. COTTLE AND WIFE, NEVA E. COTTLE, THEIR, heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand, this 12TH day of JUNE, 1941.

WALTER STOKES

NELLIE T. STOKES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CASKEY KNOTT a Notary Public in and for said County and State, the within-named NELLIE T. STOKES AND HUSBAND, WALTER STOKES, 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 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 13TH day of JUNE, 1941

Commission Expires 8TH day of JANUARY, 1945 (Seal.) CASKEY KNOTT Notary Public.

U.S.R.S. $1.10

RECEIVED JUNE 17, 1941, AT 12:01 P.M.