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NUMBER 70650 RECORDED SEPTEMBER 10, 1946

J. P. SHEFTALL, AND H. D. FORRESTER TO DAVID GRAVES, ET UX.

Book No. 1217

For and in consideration of the sum of SIX HUNDRED FIFTY AND NO/ICC ($650.00) DOLLARS CASH IN HAND PAID BY DAVID GRAVES AND WIFE, JEWELL JONES GRAVES TO J. P. SHEFTALL AND H. D. FORRESTER, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

WE, J. P. SHEFTALL AND H. D. FORRESTER HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID DAVID GRAVES AND WIFE, JEWELL JONES GRAVES, 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. 49 ON THE MAP OF AIRPORT ESTATES, OF RECORD IN BOOK 1130, PAGE 83, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED AS FOLLOWS:

SAID LOT NO. 49 FRONTS 70 FEET ON THE NORTH SIDE OF PARRY DRIVE AND RUNS BACK BETWEEN LINES 147 FEET ON THE WEST LINE AND 148.9 FEET ON THE EAST LINE TO THE SOUTH LINE OF LOT NO. 80, ON WHICH IT MEASURES 70 FEET.

BEING A PART OF THE PROPERTY CONVEYED TO J. P. SHEFTALL AND H. D. FORRESTER BY DEED FROM VERA LOUISE MCLAUGHLIN HA[illegible]L ET AL, OF RECORD IN BOOK 1372, PAGE 484, REGISTER'S OFFICE FOR SAID COUNTY.

THE WITHIN DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIONS SET OUT IN AN INSTRUMENT EXECUTED BY J. P. SHEFTALL AND H. D. FORRESTER AS RECORDED IN BOOK 1394, PAGE 143.

A WATER TAP MAY BE PURCHASED ANYTIME PRIOR TO MARCH 1, 1949 FOR THE SUM OF $75.00.

THE COMMERCE UNION BANK DECLARES THAT IT IS THE TRUE AND LAWFUL OWNER AND HOLDER OF THE ENTIR[illegible]FULLY DESCRIBED IN A DEED OF TRUST FROM J. P. SHEFTALL ET UX AND H. D. FORRESTER [illegible]X TO C. D. RIPPY, TRUSTEE, OF RECORD IN BOOK 1353, PAGE 222, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE, AND FOR A SUFFICIENT AND VALUABLE CONSIDERATION IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE COMMERCE UNION BANK JOINS HEREIN FOR THE SOLE AND EXPRESS PURPOSE OF RELEASING FROM THE LIEN OF SAID DEED ABOVE MENTIONED THE PROPERTY HEREIN DESCRIBED AND CONVEYED, BUT NO FURTHER OR OTHERWISE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said DAVID GRAVES AND WIFE, JEWELL JONES GRAVES THEIR, heirs and assigns, forever, and WE do covenant with the said DAVID GRAVES AND WIFE, JEWELL JONES GRAVES 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, J. P. SHEFTALL AND H. D. FORRESTER do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said DAVID GRAVES AND WIFE, JEWELL JONES GRAVES THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS OUR HANDS THIS 4TH DAY OF SEPTEMBER, 1946.

ATTEST:
C. N. SITTEL ASS'T CASHIER

J. P. SHEFTALL
H. D. FORRESTER
(SEAL) COMMERCE UNION BANK
H. L. WILLIAMSON VICE PRES.

STATE OF TENNESSEE, DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME, RACHAEL H. MCMEEN, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED J.P.SHEFTALL AND H.D.FORRESTER THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY SEE * BELOW

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, RACHAEL H. MCMEEN, a Notary Public within and for the State and County aforesaid, personally appeared H. L. WILLIAMSON and ---, with whom I am personally acquainted and who upon {his oath} acknowledged {himself} to be the VICE PRESIDENT and --- respectively of the COMMERCE UNION BANK the within named bargainor, a corporation, and that {he} as such VICE PRESIDENT and ---, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said H. L. WILLIAMSON as such VICE PRESIDENT and attesting the same by the said C. N. SITTEL as such ASS'T CASHIER

Witness my hand and official seal at office at Nashville, Tennessee, on this the 6 day of SEPTEMBER, 1946.

My commission expires 4-5-50 (Seal) RACHAEL H. MCMEEN Notary Public.

* EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 6 DAY OF SEPTEMBER, 1946.
COMMISSION EXPIRES 4-5-50 (SEAL) RACHAEL H. MCMEEN, NOTARY PUBLIC
RECEIVED SEPTEMBER 10, 1946 AT 1:01 P.M. U.S.R.S. $1.10 L.S.

NUMBER 70487 RECORDED SEPT. 9, 1946

CUMBERLAND DEVELOPMENT CO TO JOHN H ALDRICH ET UX

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Book No. 1217

For and in consideration of the sum of ($200.00) TWO HUNDRED & NO/100ths Dollars cash in hand paid by John H. Aldrich and wife, Alla D. Aldrich, the receipt of which is hereby acknowledged, Cumberland Development Company, aTennessee corporation, has bargained and sold, and by these presents does transfer and convey unto the said John H. Aldrich and wife, Alla D. Aldrich, their 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. 29 in Block "A" 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, Register's Office of Davidson County, Tennessee.
Said Lot No. 29 fronts 60 feet on the westerly side of Park Circle and runs back between parallel lines 165 feet to a dead line and being 60 feet thereon.
Being part of the same property conveyed to Cumberland Development Company by deed from Life & Casualty Insurance Company, as of record in Book 1003, Page 51, Register's Office for Davidson County, Tennessee.
Taxes for the year 1942 are to be paid by purchasers.
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 of African blood or descent from living on the said premises in the capacity of servants.
3. No dwelling shall be constructed at a cost of less than $1250.00.
4. 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, who now or thereafter own, possess, occupy and use said premises or any part thereof, or any building or structure thereon, under any tenure whatsoever.
SEWERAGE RESTRICTIONS: The sewerage rights by virtue of sewer lines now on this property are not exclusive 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. The purchasers are hereby extended the privilege of connecting with the water system of Dupontonia Water Company by one connection, the same being 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 purchasers.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said John H. Aldrich and wife, Alla D. Aldrich, their, heirs and assigns, forever, and Cumberland Development Company does do covenant with the said Jonn H. Aldrich and wife, Alla D. Aldrich 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 Cumberland Development Company does 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 John H. Aldrich and wife, Alla D. Aldrich, their, heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said Cumberland Development Company has caused its corporate name to be hereunto subscribed by W.L. Hailey, its President, and attested by John A. Mefford, its Secretary, on this the 4th day of August, 1942. The corporation has no seal.

Attest:
Jonn A. Mefford
Secretary.

CUMBERLAND DEVELOPMENT COMPANY,
By: W.L. Hailey, President.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, Lela Richardson, a Notary Public within and for the State and County aforesaid, personally appeared W.L. Hailey and John A. Mefford, with whom I am personally acquainted and who upon {~~his~~ oath ~~their several oaths~~} acknowledged {~~himself~~ themselves} to be ~~the~~ President and Secretary, respectively of the Cumberland Development Company, the within named bargainor, a corporation, and that {~~he~~ they} as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said W.L. Hailey signing the name ~~of such~~ of the corporation by himself ~~and attesting the same by the said~~ as President, ~~as such~~ and the said John A. Mefford attesting the same as Secretary.

Witness my hand and official seal at office at Nashville, Tennessee, ~~on~~ this the 4th day of August, 1942.

My commission expires April 4, 1944 (Seal) Lela Richardson Notary Public.

USRS $.55
Received Sept. 9, 1946 at 10:06 A.M. NS