NUMBER 36663 RECORDED SEPT. 29, 1942. LUCUS BUELL HAWLEY TO HOMER B. GIBBS, ET UX.

Book No. 1238

For and in consideration of the sum of NINE THOUSAND FIVE HUNDRED & NO/100THS ($9,500.00) DOLLARS

PAID AND TO BE PAID AS FOLLOWS: ONE THOUSAND EIGHT HUNDRED TWENTY-FIVE & 46/100THS ($1,825.46) DOLLARS CASH IN HAND PAID BY HOMER B. GIBBS AND WIFE, NORMA W. GIBBS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND THE TRANSFER OF THE FOLLOWING DESCRIBED PROPERTY UNTO THE SAID HOMER B. GIBBS AND WIFE, NORMA W. GIBBS SUBJECT TO A BALANCE OF SEVEN THOUSAND SIX HUNDRED SEVENTY-FOUR & 54/100THS ($7,674.54) DOLLARS, OF AN ORIGINAL ~~$8,000.00 NOTE,~~ DATED APRIL 17, 1941, PAYABLE IN MONTHLY INSTALMENTS INCLUDING INTEREST AT 4½% PER ANNUM AND PRINCIPAL PAYMENTS OF FIFTY-ONE & 15/100THS ($51.15) DOLLARS, THE NEXT PAYMENT DUE OCTOBER 1, 1942, SECURED BY DEED OF TRUST TO L. A. MCLEAN, TRUSTEE, OF RECORD IN BOOK 1188, PAGE 39, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

I, LUCUS BUELL HAWLEY, UNMARRIED HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID HOMER B. GIBBS AND WIFE, NORMA W. GIBBS, THEIR 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. 12 ON THE MAP OF COMPTONWOOD SUBDIVISION, AS OF RECORD IN BOOK 974, PAGE 10, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 12 FRONTS 100 FEET ON THE EASTERLY SIDE OF ESTES AVENUE OR COMPTON ROAD AND RUNS BACK BETWEEN PARALLEL LINES 307.5 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO LUCUS BUELL HAWLEY, BY DEED FROM SARA EVELYN VANCLEVE CALDWELL, DATED SEPTEMBER 11, 1942, OF RECORD IN BOOK NO. - PAGE - REGISTER'S OFFICE FOR SAID COUNTY.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED UNTO THE SAID HOMER B. GIBBS AND WIFE, NORMA W. GIBBS SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN AN INSTRUMENT OF RECORD IN BOOK 1023, PAGE 352, AS MODIFIED BY AN INSTRUMENT OF RECORD IN BOOK 1090, PAGE 176, AND ADDITIONAL RESTRICTIONS CONTAINED IN AN INSTRUMENT OF RECORD IN BOOK 1049, PAGE 546, REGISTER'S OFFICE FOR SAID COUNTY.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said HOMER B. GIBBS AND WIFE, NORMA W. GIBBS, THEIR ~~HEIRS~~, heirs and assigns, forever, and I do covenant with the said HOMER B. GIBBS AND WIFE, NORMA W. GIBBS, 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, EXCEPT AS HEREINBEFORE SET OUT, AND TAXES FOR THE YEAR 1942, WHICH ARE HEREBY ASSUMED BY THE PURCHASERS, THE SAME HAVING BEEN PRO-RATED AS OF DATE HEREOF.

And I, LUCUS BUELL HAWLEY, UNMARRIED do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said HOMER B. GIBBS AND WIFE, NORMA W. GIBBS, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness MY hand, this - day of SEPTEMBER, 1942.

LUCUS BUELL HAWLEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EFFIE L. G. HAMILTON a Notary Public in and for said County and State, the within-named LUCUS BUELL HAWLEY, UNMARRIED the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And XX wife of the said XX, having appeared before me privately and apart from husband, the said XX acknowledged the execution of the said instrument to have been done by XX 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 26TH day of SEPTEMBER, 1942

Commission Expires 8 day of JAN., 1945 (Seal.) EFFIE L. G. HAMILTON Notary Public.

U.S.R.S. $2.20

RECEIVED SEPT. 28, 1942, AT 3:55 P.M.

F. H.

NUMBER 36624 RECORDED SEPT. 2[illegible], 1942. A. C. BREAST, ET UX TO OTTO KIRBY, ET UX.

Book No. 1238

For and in consideration of the sum of TEN (10.00) AND N /100 DOLLARS

CASH IN HAND PAID AND OTHER VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED;

WE, A. C. BREAST AND WIFE, JANIE B. BREAST, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID OTTO KIRBY AND WIFE, GRACE KIRBY, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

TRACT ONE (1), BLOCK G, OF COUNTRY CLUB ESTATES, A SUBDIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAT OF WHICH SUBDIVISION IS OF RECORD IN BOOK 843, PAGE 95, REGISTER'S 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 THIRTY (30) FEET OF THE FRONT LINE OF SAID PROPERTY. THE SAID SUBDIVISION OF WHICH THE ABOVE DESCRIBED PROPERTY IS A PART AND PARCEL THEREOF, IS RESTRICTED TO RESIDENCE PURPOSES ONLY, EXCEPTING LOTS FRONTING ON MCGAVOCK AVENUE, UPON WHICH EITHER RESIDENCES OR BUSINESS STORES MAY BE CONSTRUCTED. RESIDENCES ERECTED UPON SAID PROPERTY SHALL CONTAIN NOT LESS THAN 600 SQUARE FEET OF FLOOR SPACE, AND NO SHEET METAL OR CORRUGATED 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, DEVISSEES, 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 THEREON.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said OTTO KIRBY AND WIFE, GRACE KIRBY, THEIR ~~HEIRS~~, heirs and assigns, forever, and WE do covenant with the said OTTO KIRBY AND WIFE, GRACE KIRBY 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 do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said OTTO KIRBY AND WIFE GRACE KIRBY, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR handS, this 15TH day of AUGUST, 1942.

A. C. BREAST

JANIE B. BREAST

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, L. O. HARDAWAY a Notary Public in and for said County and State, the within-named A. C. BREAST AND WIFE, JANIE B. BREAST the bargainorS, with whom I am personally acquainted, and who acknowledged that - executed the within instrument for the purposes therein contained.

And XX wife of the said XX, having appeared before me privately and apart from husband, the said XX acknowledged the execution of the said instrument to have been done by XX 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 15TH day of AUGUST, 1942.

Commission Expires 18 day of OCT., 1943 (Seal.) L. O. HARDAWAY Notary Public.

U.S.R.S. $0.55

RECEIVED SEPT. 28, 1942, AT 11:21 A.M.