Book No. 1258

For and in consideration of the sum of ONE ($1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS PAID BY THE VENDEES HEREIN, JOHN HARRY FUQUA AND WIFE, EMMA RYCHEN FUQUA, TO THE VENDORS, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND THE FURTHER CONSIDERATION OF THE AFORESAID VENDEES ASSUMING AND AGREEING TO PAY AN ENCUMBRANCE ON THE HEREINAFTER DESCRIBED PROPERTY IN THE PRINCIPAL SUM OF $3,271.68, WITH INTEREST FROM DECEMBER 1, 1942, SAME BEING THE BALANCE OF A $4,000.00 ENCUMBRANCE CREATED BY THE VENDORS HEREIN, OF RECORD IN BOOK 1047, PAGE 118, AND MADE TO THE COMMERCE UNION BANK, NASHVILLE, TENNESSEE, DATED AUGUST 20, 1937, PAYABLE, BOTH PRINCIPAL AND INTEREST, AT $26.80 PER MONTH, SAID PRINCIPAL SUM OF SAID ENCUMBRANCE SO ASSUMED BEING THE BALANCE OF THE ORIGINAL ENCUMBRANCE OF $4,000.00, AS EVIDENCED BY NOTE PAYABLE TO THE COMMERCE UNION BANK AFORESAID, WE, G. C. THOMPSON AND WIFE, ELIZABETH L. THOMPSON, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID JOHN HARRY FUQUA AND WIFE, EMMA RYCHEN FUQUA, 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 3RD, FORMERLY THE 2ND, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING THE NORTHERLY PART OF LOT NO. 59 ON THE PLAN OF BLUEFIELDS, AS OF RECORD IN BOOK 843, PAGE 34, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO. 59 FRONTS 100 FEET ON THE EASTERLY SIDE OF CUMBERLAND CIRCLE AND RUNS BACK 545.9 FEET ON THE NORTHERLY LINE AND 525 FEET, MORE OR LESS, ON THE SOUTHERLY LINE, TO THE WESTERLY LINE OF LOTS NOS. 50 AND 51 RESPECTIVELY AND MEASURES 144 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO G. C. THOMPSON AND WIFE, ELIZABETH L. THOMPSON BY DEED FROM BRANSFORD REALTY COMPANY, OF RECORD IN BOOK 1040, PAGE 143, SAID REGISTER'S OFFICE

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 HARRY FUQUA AND WIFE, EMMA RYCHEN FUQUA THEIR, heirs and assigns, forever, and WE do covenant with the said JOHN HARRY FUQUA AND WIFE, EMMA RYCHEN FUQUA 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 AS AFORESAID AND BY CERTAIN RESTRICTIVE COVENANTS REFERRED TO IN THE DEED FROM BRANSFORD REALTY COMPANY TO G. C. THOMPSON AND WIFE, ELIZABETH L. THOMPSON, OF RECORD IN BOOK 1040, PAGE 143, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE, WHICH ARE SET OUT IN AN INSTRUMENT OF RECORD IN BOOK 737, PAGE 258, SAID REGISTER'S OFFICE

And THE SAID G. C. THOMPSON AND WIFE, ELIZABETH L. THOMPSON further covenant and bind THEMSELVES, THEIR heirs and representatives, to warrant and forever defend the title to said land to the said JOHN HARRY FUQUA AND WIFE, EMMA RYCHEN FUQUA, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness, OUR hand S, this 1ST day of JAN. 1943

Witness:

G. C. THOMPSON
ELIZABETH L. THOMPSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R. D. STANFORD JR a Notary Public in and for said County and State, the within-named G. C. THOMPSON AND WIFE, ELIZABETH L. THOMPSON 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 XX XX, having appeared before me privately and apart from husband, the said X XX acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, X without compulsion or constraint from said husband and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 1ST day of JAN, 19 43

Commission Expires 1 day of JAN, 19 44 (Seal.) R. D. STANFORD JR
Notary Public.

U.S.R.S. $ 1.10

REC JAN 5, 1943 AT 10:09 A M
LP

Book No. 1258

For and in consideration of the sum of ($1.00) ONE AND NO/100THS DOLLARS CASH IN HAND AND OTHER GOOD AND VALUABLE CONSIDERATIONS THE RECEIPT OF ALL OF WHICH IS HEREBY ACKNOWLEDGED, WE, JOHN W. ANDERSON AND WIFE CLARA W. ANDERSON, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID ROBERT L. GUNTER AND WIFE LORENE, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

THE SOUTH 50 FOOT LOT OF 101 OF AN UNRECORDED PLAN IN BLOCK 1 OF A RECORDED PLAN IN BOOK 1130, PAGE 37, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE KNOWN AS THE ANDERSON ESTATES. AND BEING A PART OF THE SAME PROPERTY CONVEYED TO JOHN W. ANDERSON BY THE ANDERSON LAND & IMPROVEMENT COMPANY AS OF RECORD IN BOOK 1181 PAGE 342 REGISTER'S OFFICE OF DAVIDSON COUNTY TENNESSEE SUBJECT TO THE CONDITIONS AND RESTRICTIONS CONTAINED IN THE SAID DEED, WHICH RESTRICTIONS ARE AS FOLLOWS,

(1) THAT THE PREMISES AND NO PART THEREOF SHALL BE SOLD ALIENED CONVEYED OR DEVISED TO ANY PERSON OF AFRICAN BLOOD OR DECENT AND THAT NO PERSON OF AFRICAN BLOOD OR DECENT SHALL ACQUIRE TITLE THERETO EITHER IN FEE OR OTHERWISE OR AS TENANTS OR LEESSEES BUT THIS CONVEYANCE DOES NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DECENT FROM LIVING ON THE SAID PREMISES IN THE CAPACITY OF SERVANTS.

(2) NO DWELLING HOUSE SHALL BE CONSTRUCTED ON THE SAID PROPERTY AT A COST OF LESS THAN $2,000.00.

(3) THE FOREGOING STIPULATIONS 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 1ST DAY OF JANUARY 1952. 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, OCCUPY, POSSESS AND 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 ROBERT L. GUNTER AND WIFE LORENE THEIR, heirs and assigns, forever, and WE do covenant with the said ROBERT L. GUNTER AND WIFE LORENA 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, JOHN W. ANDERSON AND WIFE CLARA W. do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said ROBERT L. GUNTER AND WIFE CLARA W., heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 1ST day of JUNE, 1942

Witness:

JOHN W. ANDERSON
CLARA W. ANDERSON

STATE OF TENNESSEE, ~~DAVIDSON~~ HUMPHREYS COUNTY.

Personally appeared before me, ALLEN MURPHREE a Notary Public in and for said County and State, the within-named JOHN W. ANDERSON AND WIFE CLARA W. ANDERSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And CLARA W. ANDERSON wife of the said JOHN W. ANDERSON, having personally appeared before me privately and apart from HER husband, the said CLARA W. ANDERSON acknowledged the execution of the said ~~instrument~~ DEED to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband and for the purposes therein expressed.

Witness my hand and official seal at ~~Nashville~~ SYCAMORE LANDING, Tennessee, this 18 day of JULY, 19 42

Commission Expires 10 day of APRIL, 19 44 (Seal.) ALLEN MURPHREE
Notary Public.

REC JAN 6, 1943 AT 10:40 A M
LP