NUMBER 11798 RECORDED SEPTEMBER 8TH, 1944.

J.C. SMARTT, ET UX. -----TO---- SAM L. CUMMINS,

Book No. 1290

For and in consideration of the sum of FOUR THOUSAND EIGHT HUNDRED ($4,800.00) DOLLARS, PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, J.C. SMARTT AND WIFE ELIZABETH A. SMARTT, HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID SAM L. CUMMINS, AND HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT;

BEING THE EASTERLY 47½ FEET OF LOT NO.88 ON THE MAP OF SUNSET PARK, AS OF RECORD IN BOOK 332, PAGE 132, R.O.D.C. TENNESSEE.

SAID PART OF SAID LOT NO.88 FRONTS 47½ FEET ON THE SOUTHERLY SIDE OF BLAIR BOULEVARD, AND RUNS BACK BETWEEN PARALLEL LINES 160.5 FEET TO THE NORTHERLY LINE OF LOT NO.73, AND BEING THE SAME PROPERTY CONVEYED TO J.C. SMARTT ET UX BY DEED OF RECORD IN BOOK 866, PAGE 59, R.O.D.C. TENNESSEE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said SAM L. CUMMINS AND HIS, heirs and assigns, forever, and WE do covenant with the said SAM L. CUMMINS 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 FOR TAXES FOR 1944, WHICH ARE ASSUMED BY THE CONVEYEE HEREIN

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 SAM L. CUMMINS AND HIS heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S., this 7TH day of SEPTEMBER 1944.

Witness:

ELIZABETH A. SMARTT
J.C. SMARTT,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. LYNCH, a Notary Public in and for said County and State, the within-named J.C. SMARTT AND WIFE ELIZABETH A. SMARTT the bargainor.s, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 7TH day of SEPTEMBER, 19 44

Commission Expires OCT. 14, 1946 (Seal.) E. LYNCH Notary Public.

U.S.R.S. $3.30

Received SEPTEMBER 7TH, 1944. AT 2;30 P.M.

P.C.

NUMBER 11802 RECORDED SEPTEMBER 8TH, 1944.

MAUDE P. DILLARD ET VIR. --TO-- JAMES R. COMPTON ET UX.

Book No. 1290

For and in consideration of the sum of TWENTY EIGHT HUNDRED ($2800.00) DOLLARS CASH IN HAND PAID TO MAUDE P. DILLARD AND HUSBAND, JAMES L. DILLARD BY JAMES R. COMPTON AND WIFE, SARAH C. COMPTON, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, MAUDE P. DILLARD AND HUSBAND JAMES L. DILLARD, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID JAMES R. COMPTON AND WIFE, SARAH C. COMPTON AND 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 SITUATED IN THE 4TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING LOT NO.2, BLOCK "C" ON THE MAP ENTITLED SUBDIVISION MAP 3, OF THE LIFE & CASUALTY INCURANCE COMPANY PROPERTY AT OLD HICKORY, DAVIDSON COUNTY, TENNESSEE, RECORDED IN BOOK 974, PAGE 11. SAID LOT FRONTS 58.3 FEET ON THE EAST LINE OF PARK CIRCLE, AND RUNS BACK BETWEEN PARALLEL LINES 200 FEET TO A DEAD LINE, BEING 58.3 FEET ON SAID DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO MAUDE P. DILLARD FROM CUMBERLAND DEVELOPMENT COMPANY OF RECORD IN BOOK 1020, PAGE 310, OF REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1944, BOOKS NOT READY, BUT ARE HEREBY ASSUMED AND WILL BE PAID BY THE GRANTEES JAMES R. COMPTON AND WIFE, SARAH C. COMPTON.

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. 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.
4. NO DWELLING SHALL BE CONSTRUCTED AT A COST OF LESS THAN $1250.00.
5. THE PURCHASER IS HEREBY EXTENDED THE PRIVILEGE OF CONNECTING WITH THE WATER SYSTEM OF DUPONTONIA WATER COMPANY BY ONE CONNECTION, THE SAME BEING AND 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 PURCHASER.
6. THE FOREGOING STIPULATION 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. THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE MATTERS AND THINGS CONTAINED IN THE THIRD AND FIFTH PARAGRAPH ABOVE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said JAMES R. COMPTON AND WIFE, SARAH C. COMPTON AND THEIR, heirs and assigns, forever, and WE do covenant with the said JAMES R. COMPTON AND WIFE SARAH C. COMPTON 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, MAUDE P. DILLARD AND HUSBAND JAMES L. DILLARD, do further covenant and bind OURSELVES AND OUR heirs and representatives, to warrant and forever defend the title to said land to the said JAMES R. COMPTON AND WIFE SARAH C. COMPTON. AND THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S., this 28TH day of AUGUST 1944.

Witness:

MAUDE P. DILLARD,
JAMES L. DILLARD,

STATE OF TENNESSEE, DAVIDSON COUNTY.

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

OLD HICKORY, DAVIDSON COUNTY

Witness my hand and official seal at Nashville, Tennessee, this 6TH day of SEPTEMBER, 19 44

Commission Expires APRIL 13, 1946. (Seal.) THOS. E. THOMPSON Notary Public.

U.S.R.S. $3.30

Received.. STATE OF CALIFORNIA
COUNTY OF ALAMEDA

PERSONALLY APPEARED BEFORE ME E. LOWAN A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED JAMES L. DILLARD THE BARGAINOR WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT OAKLAND CALIF. THIS 1ST DAY OF SEPTEMBER 1944.

(SEAL) E. LOWAN,
NOTARY PUBLIC

MY COMMISSION EXPIRES AUG. 14, 1946.

RECEIVED SEPTEMBER 7TH, 1944. AT 2;34 P.M.

P.C.