STATE OF TENNESSEE |
COUNTY OF DAVIDSON |
Personally appeared before me, Rena Wright, Notary Public in and for said County and State, the within named Emma Young Horn, Individually and as TRUSTEE, Martna Horn Cafferky and Emma Young Horn Simmons, the bargainors, 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 the 23rd day of August,1946.
My commission expires: 1-11-1950 (Seal) Rena Wright, Notary Public

STATE OF ALABAMA |
COUNTY OF MOBILE |
Personally appeared before me, Coralie Wall, Notary Public in and for said County and State, the within named Jacqueline Horn Morgan, one of the bargainors, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.
WITNESS MY HAND and official seal at Mobile, Alabama, this the 20th day of August, 1946.
My commission expires: Oct. 12, 1948 (Seal) Coralie Wall Notary Public

USRS $5.50
Received August 26, 1946 at 3:14 P.M. NS

NUMBER 69135 RECORDED AUGUST 27, 1946
F A BERRY ET AL TO CITY OF NASHVILLE POWER BOARD

FOR AND IN CONSIDERATION of the sum of Eighteen Thousand Dollars ($18,000.00) cash in hand paid, the receipt of which is hereby acknowledged, we FRANK A. BERRY, a widower, and ALLEN D. BERRY and wife, AGNES V. BERRY, have bargained and sold and by these presents do transfer and convey unto THE CITY OF NASHVILLE, Acting by and through the ELECTRIC POWER BOARD OF THE CITY OF NASHVILLE, its successors and assigns, a certain tract or parcel of land in the 6th Civil District of Davidson County, State of Tennessee, more particularly described as follows:

Beginning at a spike in the center of Berry Lane or Road and in line with the easterly margin of the L. & N. Railroad right-of-way; running thence with the center of Berry Lane, North 69° 29½' East 376.3 feet to a spike; thence South 12° 55' East with the westerly line of TVA right-of-way 1344.8 feet to the northerly line of Berry Hill Gardens Subdivision; thence with the same North 89° 7½' West 464.4 feet to the easterly line of the L & N. Railroad right-of-way; thence with said right-of-way, northwestwardly 1188.9 feet to the beginning and containing 12-1/3 acres, more or less.

Being part of the property devised to Alice M. Berry and her two sons Frank A. Berry and Allen D. Berry by will of W.W. Berry of record in Will Book 41, page 18, Office of the County Court of Davidson County, Tennessee, and a part of the property inherited by Frank A. Berry and Allen D. Berry by descent from Alice M. Berry.

Excepting and reserving unto the said grantors, their heirs and assigns (1) an easement or right-of-way for the water main which is presently located on said above described property with the right to maintain and repair said water main, and (2) the right in grantors, their heirs and assigns, at any time in the future to construct a sewer on said property and to connect onto the Government sewer which is presently located on said property; provided, however, that said sewer shall be located in such manner and place

80274 MARSHALL & BRUCE NASHVILLE

as not to interfere in any way with any existing or proposed fixtures, buildings or other structures of grantee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said The City of Nashville, acting by and through the Electric Power Board of the City of Nashville, its successors and assigns, forever. And grantors do covenant with the said grantee that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered except as herein set out. And grantors do further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to the said land to the said The City of Nashville, acting by and through the Electric Power Board of the City of Nashville, its successors and assigns, against the lawful claims of all persons whomsoever. Said property is conveyed subject to the following easements or rights-of-way and restrictions and covenants: (1) Easement or right of way of United States of America for sewer which is presently located on said property; (2) Right-of-way of Davidson County, State of Tennessee, for purpose of widening Berry Lane; (3) Grantee shall not permit the erection of any chemical plant or manufacturing company or otherwise on the property conveyed, which produces noxious odors; (4) In the event grantee desires to subdivide or sell any of said property for residential purposes, grantee shall not sell, rent or lease any of said property to persons of African origin or descent, except that household servants employed by the owners of the property may live on the property while in the employ of the owners and no such residential house shall be built on said property at a cost of less than $6,000.00, provided, however, nothing herein shall restrict or prohibit grantee from selling or disposing of any of said property for agricultural purposes and said $6,000.00 limit shall not apply to farming houses and nothing herein shall prohibit the occupation of any of said property by tenant farmers of African origin or descent. The above covenants or restrictions shall run with the land and shall be binding upon all subsequent owners and enforcible by grantors, their heirs and assigns.

IN WITNESS WHEREOF this instrument has been executed by the parties aforesaid, on this 21st day of August, 1946.

Frank A. Berry
Allen D. Berry
Agnes V. Berry

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)
Personally appeared before me Vera Hensnaw, a Notary Public in and for said County and State, the within named Frank A. Berry and Allen D. Berry, the bargainors, 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, Davidson County, Tennessee, this 21st day of August, 1946.
My commission expires: Oct. 23,1946. (Seal) Vera Hensnaw Notary Public

STATE OF OHIO))
COUNTY OF CUYAHOGA)
Personally appeared before me, Brian Melling, a Notary Public in and for said County and State, the within named Agnes V. Berry, wife of Allen D. Berry, one of the bargainors, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.