690

Book No. 1340

For and in consideration of the sum of [illegible] DOLLARS CASH IN HAND PAID TO C.E. JORDAN AND WIFE, ANNIE E. JORDAN, AND THE ASSUMPTION BY THE PURCHASERS HEREIN, ALBERT N. WHITTED AND WIFE, LILLIE B. WHITTED, THE RECEIPT OF ALL OF WHICH IS HEREBY ACKNOWLEDGED;

WE, C.E. JORDAN AND WIFE, ANNIE E. JORDAN, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID ALBERT N. WHITTED AND WIFE, LILLIE B. WHITTED AND THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT;

BEING TRACT 24, BLOCK "A" OF CEDARCREST ESTATES, A SUBDIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAN OF WHICH SUBDIVISION IS OF RECORD IN BOOK 974 PAGE 15, REGISTER'S OFFICE FOR SAID COUNTY.
SAID TRACT OR LOT, ABOVE REFERRED, FRONTS 101 FEET ON THE WESTERLY SIDE OF DELAWARE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 191.5 FEET TO A DEAD LINE, ON WHICH IT MEASURES 101 FEET THEREON.

BEING THE SAME PROPERTY THAT WAS LAST CONVEYED TO C.E. JORDAN AND WIFE BY DEED FROM REALTY SALES COMPANY, A CORPORATION, WHICH OF RECORD APPEARS OF RECORD IN BOOK 1424 PAGE 657, OF SAID REGISTER'S OFFICE.

TAXES FOR THE YEAR 1946 ARE HERE ASSUMED AND WILL BE PAID BY THE PURCHASERS HEREIN.
THIS 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, AND RESIDENCE SHALL BE ERECTED WITHIN TWENTY-FIVE (25) 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 ANDERSON LANE, UPON WHICH EITHER RESIDENCES OR BUSINESS STORES MAY BE CONSTRUCTED. RESIDENCES ERECTED UPON SAID PROPERTY SHALL CONTAIN NOT LESS THAN 450 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, DEVISEES, 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, AND ANY PERSON OR PERSONS WHO SHALL BE THEREON UNDER ANY TENURE WHATSOEVER FOR A PERIOD OF FIFTY YEARS FROM DATE HEREOF.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said ALBERT N. WHITTED AND WIFE, LILLIE B. WHITTED AND THEIR, heirs and assigns, forever, and WE do covenant with the said ALBERT N. WHITTED AND WIFE, LILLIE B. WHITTED that WE ARE lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered.

And WE, C.E. JORDAN AND WIFE, ANNIE E. JORDAN, do further covenant and bind OURSELVES AND OUR heirs and representatives, to warrant and forever defend the title to said land to the said ALBERT N. WHITTED AND WIFE, LILLIE B. WHITTED AND THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 21ST day of JANUARY 1946.

CLARENCE E. JORDAN
ANNIE E. JORDAN

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 C.E. JORDAN AND WIFE, ANNIE E. JORDAN the bargainorS, 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 , having appeared before me privately and apart from husband, the said X acknowledged the execution of the said instrument to have been done by X 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 21ST day of JANUARY, 1946.

Commission Expires 13 day of APRIL, 1946 (Seal) THOMAS E. THOMPSON
Notary Public.

REC'D FEB 2, 1946 AT 9:42 A.M.
C

691

Book No. 1340

For and in consideration of the sum of [illegible] DOLLARS AND NO/100 DOLLARS ALL TO BE PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, [illegible] MILLER AND WIFE LELA BELLE B. MILLER HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO [illegible] HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:
BEING LOT NO. 34 ON THE MAP OF HEFFERNAN PLACE, AS OF RECORD IN BOOK NO. 161 PAGE 138 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID LOT NO. 34 FRONTS FIFTY FEET ON THE NORTHERLY SIDE OF MORIDA STREET AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.
BEING A PART OF THE SAME PROPERTY CONVEYED TO URBIS MILLER AND WIFE BY DEED OF [illegible] WHEELY AND WIFE, DATED SEPTEMBER 29, 1943, AND RECORDED IN REGISTER'S OFFICE OF DAVIDSON COUNTY IN BOOK NO. 1278 AT PAGE 168.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said [illegible], heirs and assigns, forever, and HE do covenant with the said [illegible] that HE ARE lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered.

And HE do further covenant and bind HIMSELF AND HIS heirs and representatives, to warrant and forever defend the title to said land to the said [illegible] heirs and assigns, against the lawful claims of all persons whomsoever.

Witness HIS hand S, this 2ND day of FEBRUARY 1946.

LELA BELLE B. MILLER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, [illegible] a Notary Public in and for said County and State, the within-named URBIS MILLER AND WIFE LELA BELLE B. MILLER the bargainor, 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 , having appeared before me privately and apart from husband, the said X acknowledged the execution of the said instrument to have been done by X 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 2ND day of FEBRUARY, 1946.

Commission Expires [illegible] day of [illegible], 1946 (Seal)
Notary Public.

REC'D FEB 5, 1946 AT 10:55 A.M.