NUMBER 65215 RECORDED JULY 18, 1946

W. H. BRIM ET UX TO FRANK H. DUKE ET UX

Book No. 1360

For and in consideration of the sum of ($10.00) Ten and no/100 dollars cash in hand, paid by Frank H. Duke and wife, Lelar Pearl Duke, the receipt of which is hereby acknowledged, and other good and valuable considerations including the assumption, by the said Frank H. Duke and wife, Lelar Pearl Duke, of the unpaid Vendor's lien retained in deed from Zisla Karr to W. H. Brim and wife, of record in book 1336, page 312, Register's Office for Davidson County, Tennessee, to secure the payment of a note for $4,175.00, dated November 13, 1945, payable $37.50 monthly, for 163 months said payments including principal and interest at the rate of 6% per annum, the first payment falling due thirty days from date, and another payment for the same amount due on the same day of each succeeding month, thereafter.

We, W. H. Brim and wife, Annie C. Brim, have bargained and sold, and by these presents do transfer and convey unto the said Frank H. Duke and wife, Lelar Pearl Duke 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. 208 on the Plan of East Edgefield, as of record in Book 21, page 147, Register's Office for said county.

Said Lot No. 208 fronts 50 feet on the westerly side of South 11th Street and runs back 178.8 feet on the southerly line and 177 feet on the norhterly line with the southerly margin of Russell, formerly Gilliam Street, to an alley and measures 50 feet thereon.

Being the same property conveyed to W. H. Brim and wife, Annie C. Brim by deed from Zisla Karr, of record in book 1336, page 312, said Register's Office.

[redacted] 1959

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Frank H. Duke and wife, Lelar Pearl Duke, their heirs and assigns, forever, and we do covenant with the said Frank H. Duke and wife, Lelar Pearl Duke 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, W. H. Brim and wife, Annie C. Brim do further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said land to the said Frank H. Duke and wife, Lelar Pearl Duke, their heirs and assigns, against the lawful claims of all persons whomsoever.

Witness our hand S, this 9th day of July, 1946

W. H. Brim
Annie C. Brim
Frank Duke
Lelar Pearl Duke

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, William H. Mercer, a Notary Public in and for said County and State, the within-named Annie C. Brim Frank H. Duke and wife, Lelar Pearl Duke 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 x, having appeared before me privately and apart from x husband, the said acknowledged the execution of the said instrument to have been done by freely, voluntarily and understandingly, without compulsion or constraint from x said husband and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 15th day of July, 1946

Commission Expires 11 day of Jan, 1950 (Seal.) William H. Mercer Notary Public.

State of Michigan
County of Wayne Personally appeared before me, Edw. T. McLachlan, a notary public in and for said County and State, the within named W. H. Brim 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 River Ruege Michigan, this 10 day of July 1946.

(Seal) Edw. T. McLachlan, Notary Public

Commission Expires 1/9/49
U.S.R.S. $1.60
RECEIVED JULY 17, 1946 at 11:59 a.m.

NUMBER 64710 RECORDED JULY 15, 1946

COMER-SHACKLETT-SCOBEY CO. TO J. C. SHACKLETT

Book No. 1360

For and in consideration of the sum of TEN ($10.00) AND NO/100 DOLLARS CASH IN HAND PAID BY J. C. SHACKLETT, AND OTHER GOOD AND VALUABLE CONSIDERATIONS ACCEPTED AS CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, COMER-SHACKLETT-SCOBEY COMPANY, A CORPORATION, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, WITH ITS PRINCIPAL OFFICE AT NASHVILLE, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID J. C. SHACKLETT, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING LOTS NOS. 26 AND 27 ON THE MAP OF BURCHWOOD PLACE, AS OF RECORD IN BOOK 547, PAGE 183, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 26 AND 27 FRONT TOGETHER 120 FEET ON THE NORTHERLY SIDE OF BURCHWOOD AVENUE AND RUN BACK BETWEEN PARALLEL LINES, 139 FEET TO A DEAD LINE, MEASURING 120 FEET THEREON.

BEING PART OF THE PROPERTY CONVEYED TO COMER-SHACKLETT-SCOBEY COMPANY, BY DEED FROM R. L. SCOBEY ET AL., OF RECORD IN BOOK 790, PAGE 26, SAID REGISTER'S OFFICE.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS;

THAT NO RESIDENCE OR DWELLING SHALL BE ERECTED ON THE ABOVE DESCRIBED PREMISES AT A COST OF LESS THAN $5,000.00, AND MUST BE BUILT OF EITHER BRICK OR STONE

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said J. C. SHACKLETT, HIS heirs and assigns, forever, and COMER-SHACKLETT-SCOBEY CO. DOES do covenant with the said J. C. SHACKLETT that IT IS lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered

And COMER-SHACKLETT-SCOBEY COMPANY DOES do further covenant and bind ITSELF, ITS SUCCESSORS heirs and representatives, to warrant and forever defend the title to said land to the said J. C. SHACKLETT, HIS heirs and assigns, against the lawful claims of all persons whomsoever.

~~Witness our hand S, this day of~~, 19

IN WITNESS WHEREOF SAID COMER-SHACKLETT-SCOBEY COMPANY HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS DULY AUTHORIZED OFFICERS ON THIS 26TH DAY OF JUNE, 1946

ATTEST B. HATFIELD SECRETARY-TREASURER (SEAL) COMER-SHACKLETT-SCOBEY COMPANY BY G. L. COMER PRESIDENT.

STATE OF TENNESSEE, DAVIDSON COUNTY.

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

And wife of the said, having appeared before me privately and apart from husband, the said acknowledged the execution of the said instrument to have been done by 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 day of, 19

Commission Expires day of, 19 (Seal.) Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON BEFORE ME, RUTH LYNE, A NOTARY PUBLIC WITHIN AND FOR THE STATE & COUNTY AFORESAID, PERSONALLY APPEARED G. L. COMER, AND BILLIE HATFIELD, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS, ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY-TREASURER, RESPECTIVELY OF THE COMER-SHACKLETT-SCOBEY COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY-TREASURER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID G. L. COMER, AS SUCH PRESIDENT AND ATTESTING THE SAME BY THE SAID BILLIE HATFIELD, AS SUCH SECRETARY-TREASURER.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE ON THIS 2 DAY OF JULY, 1946.

MY COMMISSION EXPIRES JULY 8, 1947 (SEAL) RUTH LYNE NOTARY PUBLIC

U.S.R.S. $ .55
RECEIVED JULY 12, 1946 AT 1:10 P.M.
EK