Number 50805
Recorded March 7, 1946

Chas. C. Roney et ux to George E. Summers et ux

Book No. 1371

For and in consideration of the sum of Five ($5.00) and no/100 Dollars cash in hand paid by George E. Summers and wife, Sarah Summers, and other good and valuable considerations accepted as cash, the receipt of which is hereby acknowledged and for a further consideration the said George E. Summers and wife, Sarah Summers assume and agree to pay the unpaid balance of a deed of trust executed by Ray Holder and wife, to William O. Lee Trustee, of record in book 1301, page 482, Register's Office for Davidson County, Tennessee.

We, Chas, C. Roney and wife, Eunice Phelps Roney have bargained and sold, and by these presents do transfer and convey unto the said George E. Summers and wife, Sarah Summers, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

A tract of land in the 14th formerly 24th, Civil District of said County, in the forks of the Whites Creek and Buena Vista Pikes, described as follows:

Beginning at a point in the center of the old Whites Creek Pike 12-3/8 feet easterly from the intersection of said Buena Vista and Whites Creek Pikes; thence with the center of said old Whites Creek Pike, south 29° east 165 feet, south 44½° east 96 feet; thence westwardly 152 feet to the center of the old Buena Vista Pike; thence north 11° west, with the center of said old Buena Vista Pike, 210 feet to a point 12-3/8 feet westerly from the intersection of the said old Buena Vista and Whites Creek Pikes; thence eastwardly 24.75 feet to the beginning, containing one acre, more or less.

Being the same property conveyed to Chas. C. Roney and wife, Eunice Phelps Roney, by deed from Ray Holder and wife, of record in book 1341, page 191, Register's Office for said County.

Purchasers assume taxes for the year 1946.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said George E. Summers and wife, Sarah Summers, their, heirs and assigns, forever, and we do covenant with the said George E. Summers and wife, Sarah Summers 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 do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said land to the said George E. Summers and wife, Sarah Summers, their heirs and assigns, against the lawful claims of all persons whomsoever.

Witness our hands, this 22nd day of January 19 46

Charles C. Roney

Eunice Phelp Roney

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. B. Walton a Notary Public in and for said County and State, the within-named Chas. C. Roney and wife, Eunice Phelps Roney the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And x x x wife of the said, having appeared before me privately and apart from x x husband, the said x x 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 23 day of January, 19 46

Commission Expires 5 day of Apr, 19 49 (Seal) E. B. Walton
Notary Public.

U.S.R.S. $3.30
Received March 5, 1946 at 1:53 p.m.
S

NUMBER 50993 RECORDED MAR. 7, 1946.
A.C. BREAST ET UX TO FRED ALLEN ET UX.



Book No. 1371

For and in consideration of the sum of FIVE HUNDRED ($500.00) AND NO/100 DOLLARS, CASH IN HAND PAID BY FRED ALLEN AND WIFE, LORENE ALLEN, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, A.C. BREAST AND WIBE, JANIE B. BREAST HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID FRED ALLEN AND WIFE, LORENE ALLEN, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT;

BEING THE WESTERLY PART OF LOT NO. 33 AND ALL OF LOT NO. 34 OF BLOCK "D" ON THE MAP OF COUNTRY CLUB ESTATES, AS OF RECORD IN BOOK 843, PAGE 95, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS;

BEGINNING ON THE EASTERLY MARGIN OF JANIE AVENUE 165 FEET NORTH OF THE NORTHERLY MARGIN OF MCGAVOCK AVENUE; THENCE WITH THE EASTERLY MARGIN OF JANIE AVENUE, NORTHWARDLY 227.5 FEET TO THE CORNER OF LOTS NOS. 32 AND 33; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, EASTWARDLY 175 FEET TO THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO CHARLES S. WHITAKER AND WIFE, BY DEED FROM A.C. BREAST AND WIFE, OF RECORD IN BOOK 1272, PAGE 204, SAID REGISTER'S OFFICE; THENCE WITH WHITAKER'S WESTERLY LINE, SOUTHWARDLY 100 FEET; THENCE SOUTHWESTWARDLY 225.6 FEET TO THE BEGINNING. BEING PART OF THE PROPERTY CONVEYED TO A.C. BREAST BY DEED FROM MRS. MARY HENRY OF RECORD IN BOOK 505, PAGE 13, SAID REGISTER'S OFFICE. PURCHASERS ASSUME TAXES FOR 1946. THIS CONVEYANCE IS MADE SUBJECT TO EASEMENT FOR WATER MAIN AS SET OUT IN AN INSTRUMENT EXECUTED BY A.C. BREAST ET AL, OF RECORD IN BOOK 1065, PAGE 587, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING RESTRICTIONS; THAT THE SAID PROPERTY SHALL NOT BE SOLD, LEASED, OR RENTED TO ANY NEGRO OR PERSON OF AFRICAN DESCENT. NO RESIDENCE SHALL BE ERECTED WITHIN THIRTY (30) 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 MCGAVOCK AVENUE UPON WHICH EITHER RESIDENCE OR BUSINESS STORES MAY BE CONSTRUCTED, RESIDENCES ERECTED UPON SAID PROPERTY SHALL CONTAIN NOT LESS THAN 600 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, ALSO ANY BUILDING OR STRUCTURE 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 FRED ALLEN AND WIFE LORENE ALLEN, THEIR, heirs and assigns, forever, and WE do covenant with the said FRED ALLEN AND WIFE, LORENE ALLEN 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 OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said FRED ALLEN AND WIFE, LORENE ALLEN, THEIR, heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hands, this 26TH day of FEBRUARY 19 46

A.C. BREAST

JANIE B. BREAST

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, -- a Notary Public in and for said County and State, the within-named A.C. BREAST AND WIFE, JANIE B. BREAST, 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 X husband, the said X 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 1ST day of MARCH, 19 46.

Commission Expires 8 day of JULY, 19 49 (Seal) BEVERLY A. GEIST,
Notary Public.

U.S.R.S. $0.55
RECEIVED MAR. 6, 1946 AT 3;40 P.M.
N.