Book No. 1371

For and in consideration of the sum of TWELVE HUNDRED AND FIFTY AND NO/100 $- DOLLARS CASH IN HAND PAID,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE BYRON SWINDLE AND WIFE,PAULINE SWINDLE HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID GEORGE S. LUSTER AND WIFE, RUTH LUSTER,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 OF LAND BEGINNING IN THE EAST MARGIN OF FORECT PARK ROAD AT A POINT 25 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT NO.8 AND AT THE SOUTH MARGIN OF AN UNNAMED STREET, THENCE SOUTH WITH THE EATERLY MARGIN OF FOREST PARK ROAD 50 FEET TO A POINT IN THE EAST MARGIN OF SAID ROAD,THENCE EAST 200 FEET TO A DEADLINE,THENCE NORTH WITH SAID DEADLINE 50 FEET TO THE SOUTH MARGIN OF SAID UNNAMED STREET,THENCE 200 FEET WEST TO THE BEGINNING.

BEING A PART OF THE SAME PROPERTY CONVEYED TY BYRON SWINDLE AND WIFE PAULINE SWINDLE BY DEED FROM J.H. GARDENHIRE AND WIFE RUTH GARDENHIRE OF RECORD IN BOOK NO.1046 PAGE 656 SAID REGISTER'S OFFICE.

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 S. LUSTER AND WIFE, RUTH LUSTER,THEIR, heirs and assigns, forever, and WE do covenant with the said GEORGE S. LUSTER AND WIFE, RUTH LUSTER 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 S. LUSTER AND WIFE, RUTH LUSTER,THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 6TH day of OCTOBER 1945.

BYRON SWINDLE
PAULINE SWINDLE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, B.O. BRILEY a Notary Public in and for said County and State, the within-named BYRON SWINDLE AND WIFE PAULINE SWINDLE 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 , 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 6TH day of OCTOBER, 1945.

Commission Expires -day of- 4-26-46 -,19- (Seal) B.O.BRILEY Notary Public.

U.S.R.S.$1.65
REC'D MCH 9,1946 AT 8:02 A.M.
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Book No. 1371

(**)so doing or to recover damage or other dues for such violation. (L) Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

For and in consideration of the sum of $600.00 Six Hundred and No/100 Dollars cash in hand paid, the receipt of which is hereby acknowledged, I, C. M. Crow, Trustee have bargained and sold, and by these presents do transfer and convey unto the said Dennis M. Duke and wife, Laura E. Duke their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Being lot no. 15, Block "H" on the yet unrecorded Map of the Second Section of Crolywood Suodivision, surveyed by Lewis D. Justice, County Surveyor.

Being part of the property conveyed to C. M. Crow, Trustee, by deed from Mabel Cox Yelton et al, of record in book 1308, page 474, said Register's Office.

This property is sold and hereby conveyed, subject to the following restrictions, not yet of record.

(A) The restrictions herein imposed shall be covenants running with the land, binding on the grantees, their heirs and assigns, for a period of twenty-five years from July 1, 1945, and are as follows:

(B) No structures shall be erected on any residential building lot other than a detached single family dwelling or duplex, and not to exceed two stories in neightn, and not to exceed a one or two-car garage, with the exception of lots 2 and 3 in Block "I" and lots 6 and 7 in Block "A".

No structure shall be erected on lots 2 and 3 in Block "I" and lots 6 and 7 in Block "A" that is in violation of any zoning in the zoning restrictions, nor for any use other than retail stores, such as grocery stores, drug store, hardware store, or clothing store.

(C) No building shall be erected on any residential lot nearer than 30 feet from the front lot line nor farther than 50 feet from the front lot line, nor nearer than 5 feet to any side line. The side line restriction is not applicable to a garage located on the one-quarter of a lot.

(D) No residential lot shall be re-subdivided into building lots having less than a 60 foot frontage.

(e) No objectionable nor offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. (F) No lot shall be sold leased nor conveyed to persons other than the Caucasian Race or occupied by such persons except in the capacity of servants. (G) No trailer, basement, tent, or barn, or other outbuilding erected on the tract shall at any time be used as residence, temporary, or permanent, nor shall any residence of a temporary character be permitted. (H) No structure shall be erected on any lot without being connected with the water main and providing all sanitary facilities. X (J) No dwelling shall be erected on any residential lot costing less than $3,000, and the ground floor square foot area shall not be less than 750 square feet in the case of a one-story structure nor two-story structure. (K) If the parties hereto or any of them, or their heirs or assigns, shall (*) violate or attempt to violate any of the covenants or restrictions herein before July 1, 1970,it shall be lawful for any other person or persons owning any other lot in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from (**)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Dennis M. Duke and wife, Laura E. Duke, their, heirs and assigns, forever, and I do covenant with the said Dennis M. Duke and wife, Laura E. Duke that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered. except taxes for 1946, which the grantees assume.

And I, C. M. Crow, Trustee do further covenant and bind Myself, my heirs and representatives, to warrant and forever defend the title to said land to the said Dennis M. Duke and wife, Laura E. Duke, their heirs and assigns, against the lawful claims of all persons whomsoever.

Witness my hand, this 25th day of February 1946

C. M. Crow, Trustee

X (I) A perpetual easement is reserved of the rear five feet of each lot for utility installation and maintenance, such as electric lights, gas, watermain, sewerage, etx.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Edna Hickman a Notary Public in and for said County and State, the within-named C. M. Crow, Trustee the bargainor S, with whom I am personally acquainted, and who acknowledged that he 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 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 26th day of February, 1946

Commission Expires 3 day of Jan. , 1948 (Seal) Edna Hickman Notary Public.

U.S.R.S. $1.10

Received Mar. 9, 1946 at 10:37 A.M.
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