NUMBER 54017 RECORDED APR. 4, 1946.
PAUL W. SCHIEL, TR. -TO- SOL ARBIT, ETUX.

Book No. 1372

For and in consideration of the sum of TWO THOUSAND NINE HUNDRED & 00/100 ($2,900.00) DOLLARS, CASH IN HAND PAID BY SOL ARBIT AND WIFE, ETTA B. ARBIT, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I, PAUL W. SCHIEL, TRUSTEE, PURSUANT TO THE POWER AND AUTHORITY VESTED IN ME IN THE DEED FROM AMY RICH ET AL, EXECUTORS AND TRUSTEES UNDER THE WILL OF HERMAN L. RICH, DECEASED, OF RECORD IN BOOK 1298, PAGE 649, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID SOL ARBIT AND WIFE, ETTA B. ARBIT, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT;

BEING A PART OF THE NORTH PART OF LOT NO. 27 AND THE NORTHWEST PART OF LOT NO. 26 ON THE MAP OF CHRISTOPHER & KIRKMAN'S BELMONT PARK ADDITION, OF RECORD IN BOOK 57, PAGE 158, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE NOV. 21, 1945, BY S.M. MCMURRAY ENGINEERING COMPANY, AS FOLLOWS;

BEGINNING AT AN IRON PIN IN THE SOUTH MARGIN OF THE FIRST ALLEY NORTH OF ACKLEN AVENUE AT A POINT 74 FEET EAST OF THE PRESENT WEST LINE OF THE BUILDING FRONTING ON HILLSBORO ROAD OR 21ST AVENUE SOUTH; THENCE EASTERLY ALONG THE SOUTH MARGIN OF SAID ALLEY 72.5 FEET TO AN IRON PIN; THENCE SOUTHERLY 62.5 FEET TO A POINT; THENCE WESTERLY, PARALLEL TO THE NORTH MARGIN OF ACKLEN AVENUE, 4.7 FEET; THENCE SOUTHERLY 2½ FEET; THENCE WESTERLY 67 FEET TO AN IRON PIN; THENCE NORTHERLY 65 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO PAUL W. SCHIEL, TRUSTEE, BY DEED FROM AMY RICH, ET AL, EXECUTORS AND TRUSTEES UNDER THE WILL OF HERMAN L. RICH, DECEASED OF RECORD IN BOOK 1298, PAGE 649, SAID REGISTER'S OFFICE.

IT IS DISTINCTLY UNDERSTOOD AND AGREED BY AND BETWEEN THE GRANTOR HEREIN AND THE GRANTEES ON BEHALF OF THEMSELVES, THEIR HEIRS AND ASSIGNS, THAT THE BUILDING NOW LOCATED ON THE ABOVE DESCRIBED PROPERTY SLIGHTLY ENCROACHES ON TO THE PROPERTY IMMEDIATELY EAST OF THE ABOVE DESCRIBED PROPERTY WHICH IS SIMULTANEOUSLY BEING CONVEYED TO PAUL H. SULLIVAN AND M.W. MAYS; IT IS AGREED THEREFORE BY THE GRANTEES HEREIN, THEIR HEIRS AND ASSIGNS THAT IN THE EVENT SAID IMPROVEMENTS ARE DESTROYED BY FIRE OR SHALL EVER BE REMOVED OR DESTROYED BY THE GRANTEES, THEIR HEIRS AND ASSIGNS, THAT ANY NEW IMPROVEMENTS TO BE LOCATED ON THE ABOVE DESCRIBED PROPERTY SHALL BE LOCATED WHOLLY WITHIN THE BOUNDARIES OF THE ABOVE DESCRIBED PROPERTY, AND THE GRANTEES, THEIR HEIRS AND ASSIGNS, COVENANT THAT THEY WILL REPLACE OR REPAIR THE PRESENT WEST WALL OF THE BUILDING LOCATED ON THE PROPERTY IMMEDIATELY EAST OF THE LAND HEREIN-*

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said SOL ARBIT AND WIFE, ETTA B. ARBIT, THEIR, heirs and assigns, forever, and I do covenant with the said SOL ARBIT AND WIFE, ETTA B. ARBIT, 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.

*ABOVE DESCRIBED PROPERTY TO BE IN AS GOOD A CONDITION AS THE SAME NOW IS.

IT IS FURTHER UNDERSTOOD AND AGREED THAT NO AUTOMOBILE REPAIR SHOP SHALL BE BUILT ON THE ABOVE DESCRIBED PROPERTY FOR A PERIOD OF THREE YEARS FROM THE DATE HEREOF.

And PAUL W. SCHIEL, TRUSTEE ~~SOL ARBIT AND WIFE, ETTA B. ARBIT~~ do further covenant and bind MYSELF, MY SUCCESSORS heirs and representatives, to warrant and forever defend the title to said land to the said SOL ARBIT AND WIFE, ETTA B. ARBIT, THEIR, heirs and assigns, against the lawful claims of all persons whomsoever.

Witness MY hand, this 27TH day of MARCH 1946.

PAUL W. SCHIEL,
(TRUSTEE)

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A.T. JAMES, JR. a Notary Public in and for said County and State, the within-named PAUL W. SCHIEL, TRUSTEE the bargainor, with whom I am personally acquainted, and who acknowledged that HE, AS executed the within instrument for the purposes therein contained.

And ~~XX~~ X X X X 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 3RD day of APRIL, 1946

Commission Expires 5 day of JAN. 1948 (Seal) A.T. JAMES, JR.
Notary Public.

U.S.R.S. $3.30

RECEIVED APR. 3, 1946 AT 11;29 A.M. N.L.



NUMBER 54008 RECORDED APRIL 4, 1946 THOMAS D. WOODWARD TO SAM B. WALKER ET UX

Book No. 1372

For and in consideration of the sum of THIRTY TWO THOUSAND FIVE HUNDRED & NO/100 ($32,500.00) DOLLARS OF WHICH TWENTY THOUSAND TWO HUNDRED FIVE & 26/100 ($20,205.26) DOLLARS CASH IN HAND PAID, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE BALANCE THE SAID SAM B. WALKER AND WIFE, GRACE F. WALKER ASSUME AND AGREE TO PAY TWELVE THOUSAND ~~TWO HUNDRED~~ NINETY FOUR & 74/100 - ($12,294.74) DOLLARS, BEING A BALANCE OF A VENDOR'S LIEN RETAINED IN THE DEED FROM STANDARD LIFE INSURANCE COMPANY OF THE SOUTH OF JACKSON, MISSISSIPPI, TRUSTEE, TO THOMAS D. WOODWARD, OF RECORD IN BOOK 1191 PAGE 198, TO SECURE THE PAYMENT OF A NOTE OF $16,470.00, WITH 4½% INTEREST, PAYABLE IN MONTHLY INSTALLMENTS OF $126.00. I, THOMAS D. WOODWARD HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID SAM B. WALKER AND WIFE, GRACE F. WALKER THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING THE SOUTHERLY 35 FEET OF LOT NO.2 AND THE NORTHERLY 40 FEET OF LOT NO.3 ON THE PLAN OF EASTMAN'S SUBDIVISION OF THE SOUTHERLY PART OF LOT NO.31 IN O.B. HAYES PLAN OF LARGE LOTS, AS OF RECORD IN BOOK 332, PAGE 84, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PARTS OF SAID LOTS NOS.2 AND 3 FRONT TOGETHER 75 FEET ON THE WESTERLY SIDE OF 17TH AVENUE SOUTH, FORMERLY ADDISON STREET, AND RUN BACK BETWEEN PARALLEL LINES 158 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO THOMAS D. WOODWARD BY DEED FROM STANDARD LIFE INSURANCE COMPANY OF THE SOUTH OF JACKSON MISSISSIPPI, TRUSTEE, OF RECORD IN BOOK 1191 PAGE 198, 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 SAM B. WALKER AND WIFE, GRACE F. WALKER, THEIR heirs and assigns, forever, and I do covenant with the said SAM B. WALKER AND WIFE, GRACE F. WALKER 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 THE 1946 TAXES WHICH HAVE BEEN PRO-RATED AND ASSUMED BY THE GRANTEES, AND AS SET OUT ABOVE.

And I, THOMAS D. WOODWARD do further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said land to the said SAM B. WALKER AND WIFE, GRACE F. WALKER, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness MY hand S, this 1ST day of APRIL 1946.

THOMAS D. WOODWARD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HERBERT N. JORDAN a Notary Public in and for said County and State, the within-named THOMAS D. WOODWARD the bargainor S, with whom I am personally acquainted, and who acknowledged that -- 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 1ST day of APRIL 1946.

Commission Expires 11 day of OCT 1948 (Seal) HERBERT N. JORDAN
Notary Public.

U.S.R.S. $22.00

REC'D APRIL 3, 1946 AT 10:50 A.M.
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