Book No. 1389

For and in consideration of the sum of ($3000.00) THREE-THOUSAND & NO/100 DOLLARS CASH IN HAND PAID BY BEN C. MCGOWN, SR. AND WIFE RUBY C. MCGOWN, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND THE SAID BEN C. MCGOWN, SR. AND WIFE, RUBY C. MCGOWN HEREBY ASSUME AND AGREE TO PAY THE 1946 TAXES ON THE PROPERTY HEREIN CONVEYED.

I, GEO. I. WADDEY, JR. (UNMARRIED) HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID BEN C. MCGOWN, SR. AND WIFE, RUBY C. MCGOWN, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING LOT NOS. 29 AND 30 ON THE PLAN OF GEO. I. WADDEY'S SUBDIVISION, CALLED "SUNSET VIEW", NOT OF RECORD, DESCRIBED ACCORDING TO A SURVEY MADE BY J. W. CARRIGAN, SURVEYOR, OCTOBER 26TH, 1945, AS FOLLOWS: BEGINNING ON THE EASTERLY MARGIN OF MCGAVOCK PIKE AT THE CORNER OF LOTS NOS. 28 AND 29; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, EASTWARDLY 553 FEET; MORE OR LESS, TO THE LOW WATER MARK OF THE CUMBERLAND RIVER; THENCE DOWN SAID RIVER AT LOW WATER MARK 200 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT NO. 31, IF EXTENDED; THENCE WITH THE LINE BETWEEN LOTS 30 AND 31, WESTWARDLY 557 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF SAID PIKE, THENCE WITH SAID PIKE, SOUTHWARDLY 200 FEET TO THE BEGINNING. BEING PART OF THE PROPERTY CONVEYED TO GEORGE I. WADDEY, JR. BY TWO DEEDS FROM BETTIE F. WADDEY ET AL, OF RECORD IN BOOK 716, PAGE 154, AND BOOK 404, PAGE 451, REGISTER'S OFFICE FOR SAID COUNTY.

THE PROPERTY HEREIN CONVEYED SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND CONDITIONS, WHICH SHALL BE BINDING UPON, AND BE OBSERVED BY THE GRANTEES HEREUNDER, THEIR HEIRS, SUCCESSORS AND ASSIGNS UNTIL JANUARY 1ST, 1970.

FIRST: THAT NO SHOP, STORE OR FACTORY, SALOON OR BUSINESS HOUSE OF ANY KIND, NO HOSPITAL OR ASYLUM, OR INSTITUTION OF KINDRED NATURE AND NO CHARITABLE INSTITUTION SHALL BE ERECTED ON THE PREMISES HEREBY CONVEYED, BUT SAID PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY AND NOT OTHERWISE.

SECOND: THAT ANY RESIDENCE BUILT UPON SAID LOT SHALL BE SO CONSTRUCTED THAT ITS FRONT LINE (WHICH MEANS THE FRONT LINE OF PORCH OF ANY PROJECTION, NOT COUNTING STEPS) SHALL BE AT LEAST 150 FEET DISTANT FROM THE FRONT LINE OF SAID LOT, AND NOT MORE THAN 10 FEET FROM THE SIDE LINES OF SAID LOT.

THIRD: THAT NOT MORE THAN ONE DWELLING SHALL BE ERECTED ON SAID LOT AT ANY ONE TIME; BUT THIS PROVISION DOES NOT PROHIBIT THE OWNER OF A HOME FROM BUILDING A GUEST HOUSE ALONG CUMBERLAND RIVER EAST OF OLD MCGAVOCK LANE FOR THEIR OWN USE AND OCCUPANCY.

FOURTH: THAT NO APARTMENT HOUSE MAY BE BUILT ON THE PREMISES, BUT THIS DOES NOT PROHIBIT A DUPLEX, PROVIDED IT IS DESIGNED OUTSIDE TO LOOK LIKE A SINGLE FAMILY DWELLING.

FIFTH: THAT NO RESIDENCE MAY BE CONSTRUCTED OF LESS THAN 1300 SQUARE FEET IN AREA IF A ONE STORY DWELLING, AND NOT LESS THAN 40 FEET ACROSS THE FRONT, AND 30 FEET DEEP IF A TWO STORY OR STORY AND A HALF HOUSE, AFORESAID AREAS TO BE EXCLUSIVE OF GARAGE OR OTHER OUTBUILDINGS. ANY SUCH RESIDENCE MUST FRONT THE NEW MCGAVOCK PIKE.

SIXTH: THAT NO CATTLE OR SWINE SHALL BE KEPT ON THE PREMISES, AND NO NUISANCE OF ANY KIND SHALL BE MAINTAINED OR ALLOWED THEREON, NOR ANY USE THEREOF MADE OR PERMITTED WHICH SHALL BE NOXIOUS, OR DANGEROUS TO HEALTH.

SEVENTH: THAT NO VEGESTABLE GARDEN OR CORNFIELD SHALL BE MADE WEST OF THE REAR LINE OF THE RESIDENCE BUILT ON SAID LOT, AND ANY RESIDENCE BUILT THEREON MUST BE DESIGNED BY A LICENSED ARCHITECT. THAT NO GARAGE OR OTHER OUTBUILDINGS SHALL BE ERECTED ON SAID LOT FOR USE AS A TENEMENT OR DWELLING EXCEPT DURING THE CONSTRUCTION OF THE OWNER'S RESIDENCE, WHICH CONSTRUCTION SHALL NOT EXCEED ONE YEAR FROM DATE OF BEGINNING.

EIGTH: THAT NEITHER THE PREMISES NOR ANY PART OF SAID LAND, SHALL BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, AND NO SUCH PERSON OR PERSONS SHALL OWN OR ACQUIRE TITLE THERETO, EITHER IN FEE OR OTHERWISE, OR AS TENANTS OR LESSEES, BUT THIS COVENANT DOES NOT PRECLUDE PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON THE SAID PREMISES IN THE CAPACITY OF SERVANTS.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said BEN C. MCGOWN, SR. AND WIFE RUBY C. MCGOWN THE IR heirs and assigns, forever, and I do covenant with the said BEN C. MCGOWN, SR. AND WIFE RUBY C. MCGOWN 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.

And I, GEO. I. WADDEY, JR. (UNMARRIED) do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said BEN C. MCGOWN, SR. & WIFE RUBY C. MCGOWN, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness MY hand, this 6TH day of FEBRUARY 19 46.

GEO. I. WADDEY, JR.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C. B. TUCKER a Notary Public in and for said County and State, the within-named GEO. I. WADDEY, JR (UNMARRIED)

the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And X X wife of the said X X, having appeared before me privately and apart from 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 27TH day of FEBRUARY, 19 46.

Commission Expires 7 day of OCT. 19 47 (Seal) C. B. TUCKER Notary Public.

U.S.R.S. 4.95

RECEIVED MAY 9, 1946 AT 9:42 A.M.

I.S.

Book No. 1389

For and in consideration of the sum of ONE ($1.00) DOLLARS CASH IN HAND PAID, AND OTHER GOOD AND VALUABLE CONSIDERATION PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. WE, IRA THOMPSON JOHNSON AND WILLIAM A. JOHNSON HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID J. B. GILLESPIE, TRUSTEE, WITH FULL POWER TO SELL, TRANSFER AND CONVEY, HIS SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

BEING PROPERTY LOCATED ON LOT NO. 5 OF SECTION "C", MARENGO PARK SUB-DIVISION, R. O. DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 5 FRONTS 75 FEET ON THE WEST SIDE OF ROBIN ROAD AND RUNS BACK BETWEEN PARALLEL LINES 196.5 FEET ON THE SOUTH MARGIN AND 200.8 FEET ON THE NORTH MARGIN, AND BEING CITY NO. 3615 ROBIN ROAD

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. B. GILLESPIE, TRUSTEE HIS SUCCESSORS and assigns, forever, and. WE do covenant with the said J. B. GILLESPIE, TRUSTEE 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. EXCEPT A MORTGAGE PAYABLE TO GUARANTY MORTGAGE COMPANY IN THE AMOUNT OF $4,804.46 AS OF DATE OF DEED, HEREIN.

And WE, IRA THOMPSON JOHNSON AND WILLIAM A. JOHNSON do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said J. B. GILLESPIE, TRUSTEE HIS SUCCESSORS and assigns, against the lawful claims of all persons whomsoever. A LIEN IS EXPRESSLY RETAINED UPON THE PROPERTY HEREIN CONVEYED TO SECURE ALL THE DEFFERED PAYMENTS OF PURCHASE MONEY.

Witness OUR hand S, this 27TH day of APRIL 19 46

IRA THOMPSON JOHNSON

WILLIAM A. JOHNSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me MARY EVELYN JOHNSON a Notary Public in and for said County and State, the within-named. IRA THOMPSON JOHNSON AND WILLIAM A. JOHNSON

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

XXXX wife of the said XXXX, having appeared before me privately and apart from XXXX husband, the said XXXX 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 27 day of APRIL, 19 46

Commission Expires 11 day of 7 19 49 MARY EVELYN JOHNSON Notary Public.

U.S.R.S. $6.05

RECEIVED MAY 8, 1946 AT 2:57PM MDH