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NUMBER 60652 RECORDED JUNE 5, 1946

DAISY HAGEY, A WIDOW, ET AL -TO- RAYMOND THOMAS SNODDY ET UX

Book No. 1390

For and in consideration of the sum of ($650.00) Six hundred fifty and no/100 Dollars which has been paid in cash by Raymond Thomas Snoddy and wife, Farris Duke Snoddy. The receipt of which payment is hereby acknowledged. We, Daisy Hagey, a widow, Nannie Hagey, Elsie Hagey Pride, and B. Herschel Hagey, the only heirs at law of W.M. Hagey, deceased. have bargained and sold, and by these presents do transfer and convey unto the said Raymond Thomas Snoddy and wife, Farris Duke Snoddy 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. 62 of Block "1" on the plan of Cherokee Park, Section No. 3, as of record in book 843, pages 2 and 3, Register's Office for said County. Said lot No. 62 fronts 60 feet on the soutnerly side of Aberdeen Road and runs back 144.05 feet on the westerly line and 141.03 feet on the easterly line to a dead line, measuring 60 feet thereon. Title to the within described property is vested in Daisy Hagey, the widow, and Nannie Hagey, Elsie Hagey Pride and B. Herschel Hagey, as the children and only heirs at law of W.M. Hagey, deceased.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Raymond Thomas Snoddy, and wife, Farris Duke Snoddy their, heirs and assigns, forever, and we do covenant with the said Daisy Hagey et al 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 taxes for 1946 which have been pro-rated and the purchaser is to pay when due, and restrictive covenants of record in book 819, page 215, in the Register's Office for said County.

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 Raymond Thomas Snoddy and wife, Farris Duke Snoddy, their heirs and assigns, against the lawful claims of all persons whomsoever.

Witness our hand s, this 29th day of May 19 46

Daisy Hagey
Nannie Hagey
Elsie Hagey Pride
D. Herschel Hagey

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Martha L. Barth a Notary Public in and for said County and State, the within-named Daisy Hagey, Nannie Hagey, Elsie Hagey Pride, and B. Herschel Hagey 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 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 29 th day of May, 19 46

Commission Expires 8 day of July, 19 47 (Seal) Martha L. Barth Notary Public.

USRS $1.10

Received June 4, 1946 at 2:16 P.M. NS

NUMBER 60603 RECORDED JUNE 6, 1946

CHARLES P. WILSON JR. ET DAVID K. WILSON ----TO-- FRANCES M. SHOTWELL

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Book No. 1390

For and in consideration of the sum of FOUR THOUSAND AND NO/100 ($4000) DOLLARS, ONE THOUSAND DOLLARS ($1,000) CASH IN HAND PAID TO CHARLES P. WILSON, JR. AND DAVID K. WILSON BY MRS. FRANCES M. SHOTWELL, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE BALANCE OF $3,000 THE SAID FRANCES M. SHOTWELL EXECUTES ONE NOTE OF EVEN DATE HEREWITH IN THE SUM OF $3,000 PAYABLE TO THE ORDER OF CHARLES P. WILSON, JR. AND DAVID K. WILSON, SAID NOTE FALLS DUE ON OR BEFORE ONE YEAR AFTER ITS DATE-BEARS INTEREST AT THE RATE OF 5% PER ANNUM AND A LIEN IS EXPRESSLY RETAINED TO SECURE THE PAYMENT OF SAID NOTE AND INTEREST, WE, CHARLES P. WILSON JR. AND DAVID K. WILSON HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID MRS. FRANCES M. SHOTWELL, HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING LOTS NOS. 14 AND 15 ON THE MAP OF AIRPORT ACRES SUBDIVISION, IN THE 2D CIVIL DISTRICT OF SAID COUNTY, NOT OF RECORD, AND DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE BY PETE MEYERS, SURVEYOR, UNDER DATE OF FEBRUARY 16, 1946, AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH MARGIN OF CURREY ROAD AT THE CORNER OF LOTS NOS. 15, AND 16, SAID POINT BEING 522 FEET MORE OR LESS WEST OF THE WESTERLY MARGIN OF MCGAVOCK PIKE; THENCE WITH THE LINE BETWEEN LOTS NOS. 15 AND 16, SOUTHERLY 363.2 FEET TO THE NORTH LINE OF LOT NO. 21, THENCE WITH THE LINE BETWEEN SAID LOTS 15 AND 21, WESTERLY 100 FEET TO THE EASTERLY LINE OF LOT NO. 14; THENCE WITH THE LINE OF SAID LOT SOUTHERLY 450 FEET TO THE NORTH LINE OF LOT NO. 24; THENCE WITH THE LINE OF THE SAME, WESTERLY 200 FEET TO THE LINE BETWEEN LOTS 14 AND 13; THENCE WITH THE LINE BETWEEN SAID LOTS NORTHERLY 747 FEET TO THE SOUTH MARGIN OF CURREY ROAD; THENCE WITH THE MARGIN OF THE SAME, SOUTH 88 DEGREES 30' EAST 300 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO CHARLES P. WILSON, JR. AND DAVID K. WILSON, BY DEED FROM SADIE CHARLTON HERNDON OF RECORD IN BOOK 1349, PAGE 386, REGISTER'S OFFICE FOR SAID COUNTY.

IT IS AGREED BY THE SAID CHARLES P. WILSON JR. AND DAVID K. WILSON, AND THE PURCHASERS OF TRACTS 1 TO 27 INCLUSIVE OF THE UNRECORDED PLOT OF AIRPORT ACRES AS SURVEYED AND PLATTED BY PETE MEYER, SURVEYOR, DATED FEBRUARY 16, 1946, THAT THE SAID TRACT IS TO BE RESTRICTED IN THE FOLLOWING MANNER, TRACTS NOS. 14 AND 24 ARE EXEMPTED FROM RESTRICTION NO. 5;

FIRST: ALL LOTS IN THE TRACT SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND NO STRUCTURES SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL BUILDING PLOT OTHER THAN ONE DETACHED SINGLE FAMILY DUPLEX OR APARTMENT HOUSE.

SECOND: NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

THIRD: NO PERSON OF ANY RACE OTHER THAN THE CAUCASIAN RACE SHALL USE OR OCCUPY ANY BUILDING OR ANY LOT, EXCEPT THAT THIS COVENANT SHALL NOT PREVENT OCCUPANCY BY DOMESTIC SERVANTS OF A DIFFERENT RACE DOMICILED WITH THE OWNER OR TENANT.

FOURTH: NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER BUILDING, ERECTED IN THE TRACT SHALL AT ANY TIME BE USED AS A RESIDENCE, EXCLUSIVE, TEMPORARILY, OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.

FIFTH: NO DWELLING COSTING LESS THAN $3,500.00 SHALL BE ERECTED ON ANY LOT IN THE TRACT.

SIXTH: THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL THE PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 1966, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIOD OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IS AGREED TO CHANGE THE SAID COVENANTS IN WHOLE OR IN PART.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said FRANCES M. SHOTWELL HER, heirs and assigns, forever, and WE do covenant with the said FRANCES M. SHOTWELL 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, CHARLES P. WILSON AND DAVID K. WILSON do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said FRANCES M. SHOTWELL HER, heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 15 day of APRIL 19 46

DAVID K. WILSON
CHARLES P. WILSON JR.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FANNIE R. WRIGHT a Notary Public in and for said County and State, the within-named CHARLES P. WILSON JR. AND DAVID K. WILSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

XXXd wife of the said XX, having appeared before me privately and apart from XXX husband., the said XX acknowledged the execution of the said instrument to have been done by freeX 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 23RD day of APRIL, 19 46

Commission Expires 4 day of OCT. 1948 (Seal) FANNIE R. WRIGHT Notary Public.

U.S.R.S. $4.40

RECEIVED JUNE 4, 1946 AT 12:01PM MDH