NUMBER 6[illegible]01 RECORDED AUGUST 5, 1946

C.B. KELLEY ---------- TO ---- KENNETH B. FALER ET UX

Book No. 1404

For and in consideration of the sum of FIVE AND NO/100THS DOLLARS CASH, PAID BY KENNETH B. FALER AND WIFE, MARY V. FALER, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I, C.B. KELLEY, UNMARRIED, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID KENNETH B. FALER & WIFE, MARY V. FALER, 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. 2 ON THE MAP OF W.D. HAMILTON SUBDIVISION OF BLOCK 8, AS OF RECORD IN BOOK 421, PAGE 56, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT FRONTS 50 FEET ON THE NORTH SIDE OF HAMILTON STREET AND RINS BACK BETWEEN PARALLEL LINES 167½ FEET TO AN ALLEY.

BEING PART OF THE PROPERTY CONVEYED TO C. B. KELLEY BY DEED FROM MARGARET H. REAMER, TRUSTEE, ET AL. OF RECORD IN BOOK 1372, PAGE 443, 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 KENNETH B. FALER & WIFE, MARY V. FALER, THEIR heirs and assigns, forever, and I do covenant with the said KENNETH B. FALER & WIFE, MARY V. FALER, that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered. EXCEPT FOR 1946 TAXES WHICH PURCHASERS ASSUME AND AGREE TO PAY

And I, C.B. KELLEY do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said KENNETH B. FALER & WIFE, MARY V. FALER, THEIR heirs and assigns, against the lawful claims of all persons whomsoever

Witness MY hand, this 25TH day of JULY, 1946

C.B. KELLEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EUNICE MILLER a Notary Public in and for said County and State, the within-named C.B. KELLEY, UNMARRIED the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

XXX

X

wife of the said , having appeared before me privately and apart from XX husband, the said acknowledged the execution of the said instrument to have been done by X freely, voluntarily, and understandingly, without compulsion or constraint from said husband and for the purposes XX herein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 25TH day of JULY, 1946

Commission Expires 11 day of J, 1950 Seal: EUNICE MILLER

Notary Public.

U.S.R.S. $7.15

RECEIVED AUGUST 5, 1946 AT 10:52AM MDH

NUMBER 66560 RECORDED JULY 31, 1946

H. L. HELTSLEY, ET UX TO JAMES C. JACKSON, ET UX

Book No. 1404

For and in consideration of the sum of ($10.00) TEN AND NO/100 DOLLARS CASH IN HAND PAID AND OTHER VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, H. L. HELTSLEY AND WIFE, LAURA W. HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID JAMES C. JACKSON AND WIFE, EFFIE M. THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

TRACT 41, BLOCK K, OF MADISON PARK, A SUBDIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAN OF WHICH SUBDIVISION IS OF RECORD IN BOOK 974, PAGE 38, R.O.D.C.

THE PROPERTY IS SOLD AND SHALL BE CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS AND CONDITIONS, TO-WIT:

THAT THE PROPERTY HEREBY CONVEYED SHALL NOT BE SUED FOR THE PURPOSE FOR SELLING INTOXICATING DRINKS OR BEVERAGES OF ANY KIND. THAT NO PART OF THE PREMISES HEREIN CONVEYED SHALL BE SOLD, CONVEYED OR LEASED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 6, 11, AND 12 OF BLOCK A COSTING LESS THAN $1500.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 14 TO 24 INCLUSIVE, OF BLOCK B COSTING LESS THAN $2000.00, AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 2 TO 13, INCLUSIVE, OF BLOCK B COSTING LESS THAN $1500.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 10 TO 26, INCLUSIVE, OF BLOCK C, COSTING LESS THAN $1500.00, AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 1 TO 17 INCLUSIVE, OF BLOCK C COSTING LESS XXXXXXXXXXX THAN $1000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 31, INCLUSIVE, OF BLOCK D COSTING LESS THAN $1000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 8, INCLUSIVE, AND LOTS 12 TO 14 INCLUSIVE, OF BLOCK F COSTING LESS THAN $1000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 6, INCLUSIVE, AND 8 TO 17, INCLUSIVE, OF BLOCK G COSTING LESS THAN $1500.00 AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 18 TO 34 INCLUSIVE, OF BLOCK G. COSTING LESS THAN $1000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 6, INCLUSIVE, OF BLOCK I COSTING LESS THAN $1500.00; AND NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS 7 TO 22 INCLUSIVE, AND LOTS 25 TO 26, AND LOTS 28 TO 34, INCLUSIVE, OF BLOCK I COSTING LESS THAN $1000.00. THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED UPON LOTS NOS. 1 TO 16 INCLUSIVE, OF BLOCK J COSTING LESS THAN $1000.00.

THE COVENANTS AND RESTRICTIONS HEREIN PROVIDED SHALL RUN WITH THE LAND, AND SHALL BE BINDING UPON THE PRESENT AND SUBSEQUENT OWNERS OF EACH OF SAID LOTS FOR A PERIOD OF 20 YEARS FROM THE DATE HEREOF AND IN ANY FUTURE CONVEYANCE THAT MAY BE MADE OF ANY OF THE PROPERTY HEREIN CONVEYED OR PART THEREOF, THERE WILL BE INSERTED IN THE DEED OF CONVEYANCES REFERENCE TO THE COVENANTS AND RESTRICTIONS PROVIDED FOR HEREIN.

BEING THE SAME PROPERTY CONVEYED TO SAID H. L. HELTSLEY AND WIFE, LAURA W. BY DEED FROM VICTOR E. GRAYSON, OF RECORD IN BOOK 1151, PAGE 83, OF THE R.O.D.C.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said JAMES C. JACKSON AND WIFE, EFFIE M. THEIR heirs and assigns, forever, and WE do covenant with the said JAMES C. JACKSON AND WIFE, EFFIE M. that WE ARE lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered.

And WE, H. L. HELTSLEY AND WIFE, LAURA W. do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said JAMES C. JACKSON AND WIFE, EFFIE M. THEIR heirs and assigns, against the lawful claims of all persons whomsoever

Witness OUR hand S this 15TH day of JULY, 1946

H. L. HELTSLEY

MRS. LAURA W. HELTSLEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A. T. MAY a Notary Public in and for said County and State, the within-named H. L. HELTSLEY AND WIFE, LAURA W. the bargainor S with whom I am personally acquainted, and who acknowledged that THEY HAVE executed the within instrument for the purposes therein contained.

And X wife of the said , 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~~ MADISON, Tennessee, this 15TH day of JULY, 1946

Commission Expires 3 day of APRIL, 1950 Seal A. T. MAY

Notary Public.

U.S.R.S. 0.55

RECEIVED JULY 31, 1946 AT 9:20 A.M.

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