NUMBER 67022 Book No. 1416 RECORDED AUGUST 5, 1946
SERENE STRUBE ELLIOTT -TO- ALBERT C. AKINS ET UX

For and in consideration of the sum of TWO HUNDRED FIFTY ($250.00) AND NO/100 DOLLARS CASH IN HAND PAID BY ALBERT C. AKINS AND WIFE MARY RUTH AKINS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. I, SERENE STRUBE ELLIOTT HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID ALBERT C. AKINS AND WIFE MARY RUTH AKINS, 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. 10 ON THE MAP OF ESSEX PLACE, NOT OF RECORD. ACCORDING TO A SURVEY MADE BY BLANCHARD AND PARRISH, SURVEYORS, SEPTEMBER 10, 1937, SAID LOT NO. 10 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF CROCKETT STREET AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO SERENE STRUBE ELLIOTT BY DEED FROM MAY E. STRUBE OF RECORD IN BOOK 1082, PAGE 176, SAID REGISTER'S OFFICE.

PURCHASERS ASSUME TAXES FOR 1946.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said ALBERT C. AKINS AND WIFE MARY RUTH AKINS, THEIR, heirs and assigns, forever, and I do covenant with the said ALBERT C. AKINS AND WIFE MARY RUTH AKINS 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 do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to the said land to the said ALBERT C. AKINS AND WIFE MARY RUTH AKINS, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness MY hand, this 24TH day of JULY 1946.

SERENE STRUBE ELLIOTT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. B. WALTON a Notary Public in and for said County and State, the within-named SERENE STRUBE ELLIOTT the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And 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 29 day of JULY, 1946.

Commission Expires 5 day of APRIL, 1949 (Seal) E. B. WALTON Notary Public

RECEIVED AUGUST 3, 1946 AT 11:32 A.M. - USRS w.55 - DG

NUMBER 66999 Book No. 1416 RECORDED AUGUST 5, 1946
A. J. COLEMAN, ET UX -TO- MAY E. GARRETT, ET UX

For and in consideration of the sum of THREE HUNDRED ($300.00) AND NO/100 DOLLARS CASH IN HAND PAID BY MAY E. GARRETT AND WIFE RUTH GARRETT, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. WE, A. J. COLEMAN AND WIFE EDITH COLEMAN HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID MAY E. GARRETT AND WIFE, RUTH GARRETT, 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. 70 OF BLOCK "D" ON THE PLAN OF INGLEWOOD HEIGHTS SUBDIVISION OF A. J. COLEMAN'S PROPERTY, DESCRIBED ACCORDING TO A SURVEY MADE BY O. E. GANT, AUGUST 31, 1945 AS FOLLOWS:
BEGINNING ON THE EASTERLY MARGIN OF INGLEWOOD COURT AT THE COMMON CORNER OF LOTS NOS. 70 AND 71; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, EASTWARDLY 108.3 FEET; THENCE NORTHWARDLY 60 FEET TO THE COMMON CORNER OF LOTS NOS. 69 AND 70; THENCE WITH THE LINE BETWEEN SAID TWO LOTS WESTWARDLY 108.3 FEET TO THE EASTERLY MARGIN OF INGLEWOOD COURT; THENCE WITH THE EASTERLY MARGIN OF SAID COURT SOUTHWARDLY 60 FEET TO THE POINT OF BEGINNING. BEING PART OF THE PROPERTY CONVEYED TO A. J. COLEMAN AND WIFE EDITH COLEMAN BY DEED FROM MARINA C. MCGAUGHEY, OF RECORD IN BOOK 1335, PAGE 142, SAID REGISTER'S OFFICE. I, MARINA C. MCGAUGHEY, FOR A SUFFICIENT CONSIDERATION, BEING THE HOLDER OF THE NOTES SECURING THE VENDOR'S LIEN RETAINED IN THE DEED FROM MARINA C. MCGAUGHEY TO A. J. COLEMAN AND WIFE OF RECORD IN BOOK 1335, PAGE 142, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DO HEREBY JOIN HEREIN FOR THE PURPOSE OF RELEASING FROM THE LIEN OF SAID DEED ABOVE MENTIONED THE PROPERTY HEREIN DESCRIBED AND CONVEYED, BUT NO FURTHER OR OTHERWISE.
(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 SEPT. 1, 1945, AND ARE AS FOLLOWS: (B) NO STRUCTURE SHALL BE ERECTED ON ANY RESIDENTIAL BUILDING LOT OTHER THAN A DETACHED SINGLE FAMILY DWELLING OR DUPLEX, AND NOT TO EXCEED TWO STORIES IN HEIGHT AND NOT TO EXCEED A ONE OR TWO-CAR GARAGE. (C) NO BUILDING SHALL BE ERECTED ON ANY RESIDENTIAL LOT NEARER THAN 40 FEET FROM THE FRONT 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 REAR ONE-QUARTER OF A LOT. (D) NO RESIDENTIAL LOT SHALL BE RE-SUBDIVIDED INTO BUILDING LOTS HAVING LESS THAN A 50 FOOT FRONTAGE. (E) NO OBJECTIONALBE 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 OUT BUILDINGS ERECTED ON THE TRACT SHALL AT ANY TIME BE USED AS A 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. (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, ETC. (J) NO DWELLING SHALL BE ERECTED ON ANY RESIDENTIAL LOT COSTING LESS THAN $5,000.00, AND THE GROUND FLOOR SQUARE FOOT AREA SHALL NOT BE LESS THAN 1,000 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 SEPT. 1, 1970 IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY OTHER LOT IN SAID DEVELOPMENT OR SUBDIVISION TO PROCURE 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 SO DOING OR TO RECOVER DAMAGE OR OTHER DUES FOR SUCH VIOLATION. (L) INVALIDATION OF ANY OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE EFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said MAY E. GARRETT AND WIFE RUTH GARRETT, THEIR, heirs and assigns, forever, and WE do covenant with the said MAY E. GARRETT AND WIFE RUTH GARRETT 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 the said land to the said MAY E. GARRETT AND WIFE RUTH GARRETT, THEIR, heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hands, this 20TH day of JULY 1946

A. J. COLEMAN
EDITH COLEMAN
MARINA C. MCGAUGHEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WADE SAIN a Notary Public in and for said County and State, the within-named A. J. COLEMAN AND WIFE EDITH COLEMAN AND MARINA C. MCGAUGHEY the bargainor, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And 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 29TH day of JULY, 1946.

Commission Expires 4 day of APRIL, 1948 (Seal) WADE SAIN Notary Public

RECEIVED AUGUST 3, 1946 AT 10:49 A.M. - USRS w.55 - DG