

Book No. 1142

For and in consideration of the sum of SIX HUNDRED (\$600.00) AND NO/100 DOLLARS, CASH IN HAND PAID BY GEORGE COON, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, COMER, SHACKLETT, SCOBEE COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, WITH ITS PRINCIPAL OFFICE AT NASHVILLE, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID GEORGE COON, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING LOT NO. 19 ON THE MAP OF BURCHWOOD PLACE, AS OF RECORD IN BOOK 547, PAGE 183, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO. 19 FRONTS 60 FEET ON THE SOUTHERLY SIDE OF BURCHWOOD AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 139 FEET TO A DEAD LINE.

BEING PART OF THE PROPERTY CONVEYED TO COMER, SHACKLETT, SCOBEE COMPANY BY DEED FROM R. LOYD SCOBEE ET AL. OF RECORD IN BOOK 790, PAGE 20, SAID REGISTERS OFFICE.

THE ABOVE LOT IS SOLD SUBJECT TO THE FOLLOWING STIPULATIONS, RESTRICTIONS AND CONDITIONS:

1. NO RESIDENCE OR DWELLING SHALL BE ERECTED ON THE ABOVE DESCRIBED PREMISES EXCEPT OF BRICK OR STONE AND AT A COST OF LESS THAN \$4,000.00

2. GARAGE HOUSES MUST BE BUILT ON OR WITHIN TWENTY-FIVE FEET OF REAR PROPERTY LINE, AND OCCUPANCY OF SAME AS DWELLINGS WILL BE LIMITED TO SIX MONTHS FROM DATE OF DEED.

3. THAT NO SHOP, STORE, FACTORY, SALOON OR BUSINESS HOUSE OF ANY KIND, NO HOSPITAL, ASYLUM OR INSTITUTION OF LIKE OR KINDRED NATURE, AND NO CHARITABLE, EDUCATIONAL NOR RELIGIOUS INSTITUTION SHALL BE ERECTED AND MAINTAINED ON THE PREMISES HEREIN CONVEYED, BUT THE PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY, AND NOT OTHERWISE.

4. THAT NO RESIDENCE OR DWELLING HOUSE OR OTHER STRUCTURE SHALL BE ERECTED OR KEPT ON SAID LAND WHOLLY OR PARTLY WITHIN THIRTY FEET OF THE STREET ON WHICH SAID LOT FRONTS. THAT RESTRICTION SHALL INCLUDE PORCHES, BUT STEPS LEADING TO SAME MAY BE WITHIN THE THIRTY FOOT ZONE.

5. THAT NO SWINE SHALL BE KEPT ON SAID 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.

6. THAT NEITHER THE PREMISES, NOR ANY PART THEREOF SHALL BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, NOR SHALL ANY SUCH PERSONS OWN OR ACQUIRE TITLE THERETO, EITHER IN FEE OR OTHERWISE, OR AS TENANTS OR LESSEES, BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS.

THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON, AND SHALL BE OBSERVED BY THE GRANTEE, AND DEVISEES AND ASSIGNS UNTIL THE FIRST DAY OF JANUARY 1950, AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY ONE OF SAID STIPULATIONS, COVENANTS AND CONDITIONS, SHALL ATTACH TO AND RUN WITH THE LAND AND SHALL BE BINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS WHO MAY NOW OR HEREAFTER OWN, POSSESS, OCCUPY OR USE SAID PREMISES OR ANY PART THEREOF, OR ANY BUILDING OR STRUCTURE THEREON UNDER ANY TENURE WHATSOEVER.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said

GEORGE COON,

HIS heirs and assigns, forever, and COMER, SHACKLETT, SCOBEE COMPANY

do covenant with the said that IT IS

lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered

And COMER, SHACKLETT, SCOBEE COMPANY

do further covenant and bind

ITSELF, ITS SUCCESSORS,

GEORGE COON,

heirs and representatives, to warrant and forever defend the title to said land to the said

HIS

against the lawful claims of all persons whomsoever, IN WITNESS WHEREOF SAID COMER, SHACKLETT, SCOBEE COMPANY HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS DULY AUTHORIZED OFFICERS ON THIS THE 13TH DAY OF JUNE, 1940.

(NO SEAL) COMER, SHACKLETT, SCOBEE COMPANY,

ATTEST: BILLIE HATFIELD,
SECRETARY & TREASURER.

BY G.L. COMER, PRESIDENT.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, a Notary Public in and for said County and State, the within-named

the bargainor, with whom I am personally acquainted, and who acknowledged that 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 day of 19

Commission Expires day of 19

(Seal.)

Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, RUTH LYNE, A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED G.L. COMER AND BILLIE HATFIELD, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS, ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY & TREASURER RESPECTIVELY OF THE COMER, SHACKLETT, SCOBEE COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY & TREASURER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID G.L. COMER AS SUCH PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING THE SAME BY THE SAID BILLIE HATFIELD, AS SUCH SECRETARY & TREASURER.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE ON THIS 9 DAY OF JULY, 1940.

MY COM. EX. JULY 7, 1943.

(SEAL) RUTH LYNE,
NOTARY PUBLIC.

U.S.R.S. \$1.10
RECD JULY 11, 1940 AT 12:03 P M
MM

Book No. 1142

For and in consideration of the sum of ONE & NO/100 (\$1.00) - - - - - DOLLARS

CASH IN HAND PAID BY PEARL J. ELLIS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND THE FURTHER CONSIDERATION OF THE ASSUMPTION OF THE BALANCE OF A LOAN DUE THE NASHVILLE TRUST COMPANY DESCRIBED IN DEED OF TRUST TO E. E. MORREY, TRUSTEE, OF RECORD IN BOOK 891, PAGE 335, AND TAXES NOW DUE ON THE WITHIN DESCRIBED PROPERTY.

WE, J.U. SIDLER AND WIFE, HATTIE SCHUBERT SIDLER HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID PEARL J. ELLIS, HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

LYING IN THE 6TH, FORMERLY THE 9TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE SITUATED ON MILL CREEK, AND BOUNDED AS FOLLOWS:

BEGINNING AT A STAKE IN SAMUEL HAM'S NORTH BOUNDARY LINE, RUNNING THENCE WEST 60-1/10 POLES TO HAM'S CORNER; NEAR HALL'S OLD MILL; THENCE SOUTH 1/2 DEGREES EAST 53 POLES; THENCE EAST 60-1/10 (60-1/10) POLES; THENCE NORTH 1/2 DEGREES WEST 53 POLES TO THE BEGINNING CONTAINING 20 ACRES.

BEING THE SAME PROPERTY CONVEYED TO J.U. SIDLER AND WIFE, HATTIE SCHUBERT SIDLER FROM O.F. USHER AND WIFE, ARGIE W. USHER BY DEED OF RECORD IN BOOK 965 PAGE 57, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENN.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said

PEARL J. ELLIS, HER

heirs and assigns, forever, and WE

do covenant with the said 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

EXCEPT TAXES AND AS HEREIN BEFORE STATED.

And, WE, J.U. SIDLER AND WIFE, HATTIE SCHUBERT SIDLER

do further covenant and bind

OURSELVES, OUR

PEARL J. ELLIS, HER

heirs and assigns, to warrant and forever defend the title to said land to the said

against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 21ST day of SEPTEMBER, 1939

Witness

J.U. SIDLER

HATTIE SCHUBERT SIDLER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D.R. MYERS, a Notary Public in and for said County and State, the within-named J.U. SIDLER AND WIFE, HATTIE SCHUBERT SIDLER

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 23 day of OCTOBER, 1939.

Commission Expires 26 day of APRIL, 1941.

(Seal.) D.R. MYERS

Notary Public.

U.S.R.S. \$1.00

REC'D JULY 12, 1940 AT 9:30 A.M.