

this the 19th day of September 1925.

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Frank S. Derwin

Frank S. Derwin, Notary Public

Notary Public

Hamilton Co. Tenn.

My commission expires Oct. 9, 1925

My commission expires on the 9th day of Oct.

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State of Tennessee,

Hamilton County. The above Release and certificate were filed Apr 19, 1927 at 8:25 A.M. entered in note Book No. 27, Page 36, and recorded in Book 4, volume 21, Page 230 et seq.

Witness my hand at office in Chattanooga, Tenn.

Paul H. Churnison

Register

Dept. Reg.

X X

In Consideration of (\$1700.00) Seventeen Hundred Dollars, paid and to be paid as follows: (\$1700.00) Seventeen Hundred Dollars cash in hand, the receipt of which is hereby acknowledged, and the further considerations:

(1) That within a period of fifty years from this date, no building other than a dwelling, or buildings ordinarily appertaining to dwelling houses, shall be erected, maintained or used by the grantees herein, their heirs or assigns, or any one deriving title or rights from or through them, on the premises herein conveyed;

(2) That, within said period, no dwelling costing less, or of less value than thirty-five hundred dollars shall be erected on said premises herein conveyed;

(3) That within said period, no temporary buildings, servants' houses, garages or other buildings shall be used for residence purposes prior to the completion of a dwelling house on said property;

(4) That, within said period, no building shall be erected on said property, the front line of which (which means the front line of porch or any other projection, not counting steps) shall be nearer the street on which said property faces than 35 feet and that no dwelling shall be erected on said property the side line of which (which means the side line of porch or any other projections, not counting steps) shall be nearer than 25 feet to the east line and nearer than 10 feet to the west line of said property;

(5) That, within said period, not more than one dwelling shall be erected on one lot;

(6) That, within a period of ninety-nine years from this date, (said property being in a community set apart for residential purposes for the white race) neither said premises, nor any part thereof, nor any interest therein, shall be sold, transferred, conveyed, let, leased, rented or otherwise disposed of, either by the grantee or grantees, herein, or by any person or corporation deriving title or rights from or through them, to any negro, mulatto, or other person of color;

(7) That no fowls or hares, mules, cattle or other like animals, belonging to the owners or occupants of said premises, shall be allowed to roam or run at large on the streets or alleys abounding said premises; that no sheep, goats or swine shall be kept or allowed to remain upon any portion of said premises, neither shall any sheep, goats or swine belonging to the owners or occupants thereof, be allowed to roam or run at large on the streets or alleys abounding said premises;

(8) That there is excepted from this conveyance and reserved to the grantors, their successors and assigns, an easement of three feet in width along the West (Side) and South (Rear) Lines of the said lot for electric light and telephone poles and lines;

(9) That there is also excepted from this conveyance and reserved to the grantors, their successors and assigns, or to the agents of any public utility, the right of ingress and egress to and from said property, for all necessary purposes in connection with

maintaining electric light and telephone poles and wires, on and over the premises here-
in above reserved:

The Mountain City Investment Company, a corporation organized under the laws of the
State of Tennessee (with full power to sell and convey) does hereby sell, transfer and
convey unto R. A. Lee and wife, Cordelia Kate Lee the following described Real Estate in
the Second Civil District of Hamilton County, Tennessee;

Lot No. 19, Block "G", Delvoir Place Addition, as shown by Plat Registered in Plat
Book 11, Page 8, in the Register's Office of Hamilton County, Tennessee.

Should any one or more of the foregoing stipulations numbered '1', '2', '3', '4', '5',
'6', '7', '8', and '9' be violated at any time by the grantees herein, their heirs or
assigns, or any one deriving title or rights from or through them then they or either of
them shall be subject and liable, at the suit of the grantor, its successors or any
assign, or by the then constituted public authorities, to be enjoined by proper process
from violating this contract, and shall be liable for costs and reasonable attorney's
fees, incident to such injunction proceedings, which costs and attorney's fees are agreed
upon as liquidated damages; and shall also be liable to such other and additional damages
as may accrue.

The grantees herein for themselves, their heirs and assigns, and all persons holding
under or through them, accept this Deed subject to said conditions and reservations, and
agree thereto.

The entire contract between the parties is stated in this Deed, and the question
of further development, either of the property herein conveyed or the properties of the
grantor, or of other public improvements, is no part of the consideration, to all of
which the purchaser agrees.

To have and to hold the said real estate unto the said R. A. Lee and wife, Cordelia
Kate Lee and their heirs and assigns forever, subject to the hereinbefore stated reserva-
tions and conditions. The Mountain City Investment Company covenants that it is lawfully
seized and possessed of said Real Estate, has full power and law' authority to sell
and convey the same, that the title is clear, free and unencumbered, and it will forever
warrant and defend the same against all lawful claims.

It is agreed between the parties herein named that the Grantors shall pay the taxes
for the year 1926.

In Witness whereof, The Mountain City Investment Company has caused its corporate
Name to be hereunto signed and its corporate seal to be hereunto affixed by its duly
authorized officers, this the 31st day of December 1926.

X
Mountain City Investment Co. X The Mountain City Investment Company
Incorporated 1919 X By W. B. Harrell, President
Chattanooga Tenn. X By D. B. Harris, Secretary-Treasurer

X
State of Tennessee,
County of Hamilton. Before me J.A. Bass, a Notary Public, duly appointed, commissioned
and qualified in and for the County and State aforesaid, personally appeared W.B. Harrell
and D.B. Harris with whom I am personally acquainted, and who upon oath acknowledged them-
selves to be the President and Secretary-Treasurer, respectively, of The Mountain City
Investment Company, a Corporation, one of us within named herein, and that they as
such President and Secretary-Treasurer, being authorized so to do, executed the foregoing
instrument for the purposes herein contained, by signing the name and affixing the seal
of the corporation as such President and Secretary-Treasurer.

In Testimony Whereof, I have hereunto set my hand and Notarial Seal at office in

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