[illegible] the bill are

... not and denied by the answer and are not sustained by the proof and complainants have ... to show any title to or any right to recover the property sued for and described in bill as follows viz:

"Being the northeast corner of the northeast quarter of Section 14, Township two (2) Range five (5) west of the basis line, Ocoee District containing forty (40) acres and other wise described as bounded on the north by the lands of Parker, south by Hartman's land east by Phillips land and west by Cummings land"

It is therefore ordered, adjudged and decreed by the Court that the complainant's bill be dismissed and complainants and Will Cummings their prosecution sureties will pay all the costs of the cause for which execution will issue.

By consent of the parties the written opinion of the Chancellor is made a part of the record in the cause.

State of Tennessee

County of Hamilton. I, Sam Erwin Clark and Master of the Chancery Court of said County hereby certify that the above and foregoing contains a full, true and complete copy of the decree in the said cause of Will Cummings et al vs J. E. Frist as the same remains of record in my office.

Witness my hand and the seal of said Court at office in the city of Chattanooga Tennessee this 18th day of August 1924.

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Chancery Court of Hamilton County x

Chattanooga T x

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Sam Erwin C & M

By F. E. McMillon D. C. & M

State of Tennessee:

Hamilton County The above Decree and certificate were filed Aug 19, 1924 at 2:05 P.M. entered in Note Book No. 27, page 199 and recorded in Book L Volume 10, page 587 et seq

Witness my hand at office in Chattanooga Tenn

S. A. Watson Register

A. D. Clark Dept Reg

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In consideration of Two hundred and ninety ($290.00) Dollars paid and to be paid as follows: Seventy two and 50/100 ($72.50) Dollars cash in hand paid the receipt of which is hereby acknowledged and for the balance of the consideration the grantees herein have executed their three notes of even date herewith, for seventy two and 50/100 ($72.50) Dollars each due on or before one, two and three years respectively from date with interest from date until paid at six per cent per annum the payment of which notes is secured by a vendor's lien which is hereby retained on the real estate hereinafter described and is also secured by a Deed of Trust of even date herewith executed to The Title Guaranty and Trust Company of Chattanooga Tennessee, Trustee and a release of said lien either on the margin

of the recorded copy of this lien deed or of said deed of trust in the office of the Register of Hamilton County Tennessee will operate as a release of said Vendor's Lien retained in this deed and the lien created by said deed of trust whether the said deed of trust be recorded or not, and the further considerations:

(1) That within a period of twenty five (25) 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 their heirs or assigns or anyone 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 twenty five hundred ($2500.00) Dollars shall be erected on said premises herein conveyed but this provision shall apply to the dwelling house proper and not to such outbuildings as ordinarily appertain to dwelling houses. This does not apply to any building ordinarily appertaining to dwelling houses erected on the rear of said premises, but such building cannot be occupied longer than six months after erection for living purposes.

(3) That within said period no dwelling shall be erected on said lot, except to front on Virginia Circle which bounds said property on the South and no dwelling shall be erected on said lot less than fifteen (15) feet distant from the front line.

(4) That within a period of fifty (50) 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.

(5) That to safeguard health all houses erected in South Idlewild Addition shall be connected to a Septic Tank built according to and sufficiently large as to meet with the approval of the United States Public Health Service and Sanitary Engineers, this provision to remain in effect until such time as sanitary sewerage may be provided by a municipality or otherwise:

We Casper Engert and wife Lou Ella B. Engert do hereby sell, transfer and convey unto R. C. Jones and wife Margaret L. Jones the following described real estate in the new Second Civil District of Hamilton County Tennessee to-wit:

Being the West 50 feet of lot No. 2 Engert's South Idlewild Addition as shown by plat registered in plat Book No. 9, page 6 of the Register's office of Hamilton County Tennessee

Should any one or more of the foregoing stipulations numbered "1" "2" "3" "4" "5" be violated at any time by the grantee or grantees their heirs or assigns or anyone deriving title or rights from or through them, then they or either of them shall be subject and liable at the suit of the grantors their successors or any assigns or by 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 attorneys fees are agreed upon as liquidated damages and shall also be liable for such other and additional damages as may accrue.

The grantee or 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.

To have and to hold the same unto the said R. C. Jones and wife Margaret L. Jones and their heirs and assigns forever in fee simple, subject to the hereinbefore stated

reservations and conditions. We covenant that we are lawfully seized and possessed of said real estate, have full power and lawful authority to sell and convey the same that the title is clear, free and unencumbered and we will forever warrant and defend the same against all lawful claims.

Witness our hands this first day of May 1924.

Casper Engert
Lou Ella B. Engert

Internal revenue stamp 50¢ attached and canceled.

State of Tennessee:
County of Hamilton. Before me W. S. Beck a Notary Public duly appointed commissioned and qualified in and for the County and State aforesaid personally appeared Casper Engert and wife Lou Ella B. Engert the within named bargainors with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

And Lou Ella B. Engert wife of the said Casper Engert having appeared before me privately and apart from her said husband the said Lou Ella B. Engert acknowledged the execution of the said deed to have been done by her freely, voluntarily and understandingly without compulsion or constraint from her said husband and for the purposes therein expressed.

In testimony whereof I have hereunto set my hand and notarial seal at office in said County and State on this the 19 day of May 1924.

W. S. Beck
Notary Public

W. S. Beck Notary Public
Hamilton Co. Tenn

State of Tennessee:
Hamilton County. The above Deed and certificate were filed Aug 19, 1924 at 3:15 P.M. entered in Note Book No. 23, page 192 and recorded in Book L. Volume 18, page 588 et seq

Witness my hand at office in Chattanooga Tenn

S. A. Watson Register
A. O. Evans Dept Reg

In consideration of five hundred Dollars ($500.00) cash in hand paid, the receipt of which is hereby acknowledged and for the balance of the consideration the grantees have assumed to pay the last ninety five (95) notes of a series of one hundred and eight (108) notes for twenty five dollars ($25.00) each payable monthly with interest at the rate of six per cent per annum payable at the maturity of each note, executed by John Darr and wife Mabel Darr and payable to William Stocker and wife Georgina Stocker and secured by a vendors lien in the deed of the said William Stocker and wife to the said John Darr and wife dated 20th April 1922 and registered 21st March 1923 in Book J. Vol 17, page 214 of the Register's office of Hamilton County Tennessee and all accumulated interest on said notes. We John Darr and wife Mabel Darr do hereby sell, transfer and convey unto B. C. Jones and wife M.L. Jones the following real estate in the Second Civil District of Hamilton County, Tennessee.

Lot number four (4) of Prior's Subdivision of lot number two (2) or the Frank Steele Home Place in the old Fifth

Walter L. Newton, Notary Public x Notary Public

Hamilton Co. Tenn. x My commission expires Oct. 4th 1925.

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State of Tennessee

County of Hamilton. The above Deed and certificate were filed Sept. 9, 1924 at 11:20 A. M., entered in Note Book No. 25, Page 220, and recorded in Book R, Volume 18, Page 11 et seq.

Witness my hand at office in Chattanooga, Tenn.

S. A. Watson Register

A. D. Clark Dept. Reg.

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In Consideration of Five Hundred and Ninety ($590.00) Dollars, paid and to be paid as follows: One Hundred Forty-seven and 50/100 ($147.50) Dollars cash in hand paid, the receipt of which is hereby acknowledged, and for the balance of the consideration the grantee herein has executed his three notes of even date herewith for One Hundred Forty-seven and 50/100 ($147.50) Dollars each, due on or before one, two and three years from date, respectively, with interest at six per cent per annum from date until paid, the payment of which notes is secured by a Vendor's Lien which is hereby retained on the real estate hereinafter described, and is also secured by a Deed of Trust of even date herewith executed to The Title Guaranty and Trust Company, of Chattanooga, Tennessee, Trustee, and a release of said lien either on the margin of the recorded copy of this lien deed or of said deed of trust in the office of the Register of Hamilton County, Tennessee, will operate as a release of said Vendor's Lien retained in this deed and the lien created by said deed of trust, whether the said deed of trust be recorded or not, and the further considerations:

(1) That within a period of twenty-five (25) 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 grantee, his heirs or assigns, or anyone deriving title or rights from or through him on the premises herein conveyed,

(2) That within said period no dwelling, costing less or of less value than Twenty-five Hundred ($2500.00) Dollars, shall be erected on said premises herein conveyed; but this provision shall apply to the dwelling house proper and not to such outbuildings as ordinarily appertain to dwelling houses. This does not apply to any building, ordinarily appertaining to dwelling houses, erected on the rear of said Premises, but such building cannot be occupied longer than six months after erection for living purposes;

(3) That within said period no dwelling shall be erected on said lot, except to front on Virginia Circle, which bounds said property on the South, and no dwelling shall be erected on said lot less than fifteen (15) feet distant from the front line.

(4) That within a period of fifty (50) 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;

(5) That to safeguard health all houses erected in South Idlewild Addition shall be connected to a Septic Tank, built according to and sufficiently large as to meet with the approval of the United States Public Health Service, and Sanitary Engineers, this provision to remain in effect until such time as sanitary sewerage may be provided by a munici-

pality or otherwise;

We, Casper Engert and wife, Lou Ella B. Engert, do hereby sell, transfer and convey unto R. B. Vance the following described real estate in the new Second Civil District of Hamilton County, Tennessee, to-wit:

Being East 25 feet of Lot No. 2 and all of Lot No. 3, in Engert's South Idlewild Addition, as shown by Plat registered in Plat Book No. 9, page 6, of the Register's office of Hamilton County, Tennessee.

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

The grantee or 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.

TO Have And To Hold the same unto the said R. B. Vance and his heirs and assigns forever in fee simple, subject to the hereinbefore stated reservations and conditions. We covenant that we are lawfully seized and possessed of said real estate, have full power and lawful authority to sell and convey the same, that the title is clear, free and unencumbered, and we will forever warrant and defend the same against all lawful claims.

Witness our hands this First day of May 1924.

Casper Engert

Lou Ella B. Engert

Internal Revenue Stamps $1.00 attached and canceled.

State of Tennessee,

County of Hamilton. Before me W. S. Beck a Notary Public, duly appointed, commissioned and qualified in and for the County and State aforesaid, personally appeared Casper Engert and wife, Lou Ella B. Engert, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Lou Ella B. Engert, wife of the said Casper Engert, having appeared before me privately and apart from her said husband, the said Lou Ella B. Engert acknowledged the execution of the said deed to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband and for the purposes therein expressed.

IN Testimony Whereof, I have hereunto set my hand and Notarial Seal at office in said County and State on this the 19 day of May 1924.

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W. S. Beck Notary Public x

Hamilton Co. Tenn. x

x x x x x x x x x x x x x x

W. S. Beck

Notary Public

State of Tennessee,

Hamilton County. The above Deed and certificate were filed Sept. 8, 1924 at 11:35 A. M. entered in Note Book No. 25, Page 220, and recorded in Book R, Volume 18, Page 12 et seq.

Witness my hand at office in Chattanooga, Tenn.

S. C. Hutton Register

A. D. Clark Dept. Reg.

In Consideration of One Dollar cash and the exchange of property, receipt of the deed to which is hereby acknowledged, we, George W. Stoops and wife, Emma J. Stoops, hereby sell, transfer and convey unto F. R. Eisman, the following described real estate in the Second Civil District of Hamilton County, Tennessee, to-wit:

Lot Number Four Hundred Four (404), Clifton Hills Addition No. 2, as shown by plat of record in Plat Book 6, pag: 16 in the Register's office of Hamilton County, Tennessee.

Grantee assumes and agrees to Pay all taxes for the year 1924.

To Have And To Hold the same unto the said F. R. Eisman, his heirs and assigns forever in fee simple. We covenant that we are lawfully seized and possessed of said real estate, have full power and lawful authority to sell and convey the same, that the title thereto is clear, free and unencumbered, except the 1924 taxes, which the Grantee herein assumes and agrees to pay, and we will forever warrant and defend the same against all lawful claims.

Witness our hands this the 4th day of September, 1924.

Geo W. Stoops

Emma J. Stoops

Internal Revenue Stamp $1.00 attached and canceled.

State of Tennessee,

County of Hamilton. Before me, C. C. Hon, a Notary Public, duly appointed, commissioned and qualified in and for the County and State aforesaid, personally appeared George W. Stoops and wife, Emma J. Stoops, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Emma J. Stoops, wife of the said George W. Stoops, having appeared before me privately and apart from her said husband, the said Emma J. Stoops acknowledged the execution of the saiddeed to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purpose therein expressed.

IN Testimony Whereof, I have hereunto set my hand and Notarial Seal at office in said County and State, this the 4th day of September, 1924.

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C. C. Hon, Notary Public x

Hamilton Co. Tenn. x

x x x x x x x x x x x x x x x x x x x

C. C. Hon

Notary Public

State of Tennessee,

Hamilton County. The above Deed and certificate were filed Sept. 8, 1924 at 11:45 A. M. entered in Note Book No. 23, Page 220, and recorded in Book R, Volume 18, Page 14.

Witness my hand at office in Chattanooga, Tenn.

S. A. Nelson Register

A. C. Clark Dept. Reg.

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In consideration of $5,582.50 paid and to be paid as follows:-

Five Hundred ($500.00) Dollars cash in hand, the receipt of which is hereby acknowledged and

The assumption by the grantees herein of a certain note of the grantors herein ...