In Consideration of Thirty-four Mundred 76/100 (\$3400.76) Dollars, paid and to be 667 paid as follows: Five Hundred Minety-eight and 97/100 Pollars cash in hand, the receipt whereof is hereby acknowledged, and eleven (11) notes of the grantess, dated of even date hereof and drawing interest from date at six per cent per annum, two being for \$180.00 each, seven being for \$300.00 each, one being for \$250.00, and one, the last, being for \$91.79. Build first two notes are payable in monthly installments of \$15.00 each, and the balance except the last note, are payable in monthly installments of \$25.00. Which installments on the whole series are payable, the first on Jan. 15, 1917, and one installment on the 15th of each and every month thereafter until the whole series of rates is paid, the payment of which is secured by a Deed of Trust to Chattanooga Savings Bank, Trustee on the real estate hereinafter described, and the further considerations:

- (1) Of the reservation in and to the grantur of the fee in and to the streets, alleys and highways bounding the property herein conveyed, and of the right to change the present grade and fix and establish the permanent grade thereof, or to have the same done by the constituted public authorities, together with the reservation in and to the grantur, its successors or assigns of the right, itself, its successors or assigns, or by others to lay, construct and operate sewers, water mains, telephone and telegraph lines and street railway lines on said streets, alleys and highways;
- (2) That, within a period of 50 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;
- (3) That, within said period, no dwelling ousting less, or of less value than Fifteen hundred (\$1500.00) Dollars shall be erected on said premises herein conveyed; but this provision shall apply to the dwelling house proper, and not to such outhuildings as ordinarily appertain to dwelling houses;
- (4) That no part of said premises shall, within said period of fifty (50) years, be used for purposes of thade or commerce; hut the keeping of boarding houses and notels is excepted from this provision;
- (5) That, within said period, (said property being in a community set apart for restantial purposes for the white race) meither said presises, nor any part thereof, or any interest therein, shall be sold, transferred, conveyed, lat, leased, rented or otherwise wisposed of, either by the grantee, or grangees herein or by any person or corporation deriving title or rights from or through them, to any negro, mulatto, or other person of color;
- (6) That meither the grantee or grantees herein, nor any person or componention deriving title or rights from or through them, shall at any time sell, offer for sale, deal or in any very traffic in any vinous, main, or spirituous liquors, anywhere on said previses;
 - (7) That no fowis, or horses, sules, buryon, cattle, or other like animals, shall be

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allowed to run at large upon any portion of said premises; and none of such animals or fowls belonging to the owners or occupants of said premises, shall be allowed to ross or run at large on the streets or alloys bounding said premises.

(8) That no sheep, goats or swine shall he kept or allowed to remain upon any portion of said premises; neither shall any sheep, goats or swine, belonging to the consess or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises.

The mountain Land Company, a corporation constered and organized under the laws of the State of New York, does hereby sell, transfer and convey unto Carl O. Dixon, and wife, Minette Dixon the following described real estate on Walden's Ridge in the Second Civil District of Hamilton Courty, Tennessee, viz:

Being Lot No. Twenty-one (21), Block No. eight (8), Tract No. four (4) of the Mountain Land Company's Signal Mountain properties, according to plat of said lands of record in the Register's Office of said County. Said Lot No. 21 herein conveyed is designated on said plat also as C. O. Dixon 7.09 A, more or less.

and "(6)" be violated at any time by the grantees, their heirs or assigns, or anyone deriving title or rights from or through them, then this conveyance shall become mult and void, and said premises shall at once revert to the granter, its successors or assigns, and or or they shall have the right to re-enter and possess the same. Should the foregoing stipulations numbered "(7)" and "(0)." as to animals and fowls (and in said paragraphs the plural number when applied to animals or fowls shall be construed to embrace the singular as well) be violated at any time by the 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 granter, its successor, or any assign, or by the then constituted public authorities, to be enjoined by proper process from violating thic contract, and shall be liable for costs and reasonable attorney's fees incident to such injurction proceedings, which costs and attorneys fees are agreed upon as liquidated damages; and shall also be liable to such other and additional damages as may account.

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 thorsto.

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 company, or of other public improvements, is no part of the consideration to all of which the purchaser agrees.

To Have and to Hold the same unto the said Carl O. Dixon, and wife, Minette Dixon and their heirs and assigns forever subject to the nereinbefore stated reservations and conditions.

The said Mountain Wand Company exceeds that it in laurually seized and possessed of said real

MAIS OF TOWNS ir run et jarge I any portion of or Jooupants d premise ... : 19w# of She wife. Minette District of he Mountain bord in the on said plat (4)" "(5)" one deriving void, and said or they shall heredmin and when applied ied at any from or through grantur, its ijuined by agamable. S feet are ittions: is holding me, and agree thion of further intur company, the purchaser Dizum and their

dittons.

of paid year

erticle, has full power and lawful authority to sell and convey the same; that the title 669 thereto is clear, free and unincumbered, and it will forever warrant and defend the same against all lawful claims.

In Witness Thereof, and pursuant to the authority from its Board of Directors. said

Mountain Land Company has caused its corporate name to be signed and its corporate seal to

be affixed to this instrument, and thin instrument to be executed, acknowledged and delivered

in the name, and on behalf of said Company by W. A. Sadd its Vice President and E. T. James

its Secretary on this the 15th day of December, 1916.

County of Hamilton. Before me, L. M. Thomas, a Notary Public duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared W. A. Sadd, and W. T. James with whom I am personally acquainted, and who apon their caths acknowledged themselves to be, respectfully, the said W. A. Sadd, the Vice Precident and the said W. T. James the Secretary of the Mountain Land Company, the within Hamed bargainor, a corporation and that they as such Vice President and Secretary, ting authorized so to do, executed the foregoing deed for the purposes therein contained, the said Vice President by signing the name of the corporation by himself as such Vice President and the said Secretary by attesting the signature of the corporation by its said Fresident and by affixing to said deed the corporate seal of the corporation.

Witness my hand and Notarial Seal at office in said County, on this the 26" day of December 1916.

Notery Public,

County of Hemilton. The above "ed and certificate were filed Dec. 28, 1916 at 2:20 F. M. entered in Note Book No. 17 Page 302, and recorded in Book A, Volume 14 Page 667 et seq.

Witness my hand at office in Chattacouga, Tennessee.

Register.

Dept. Reg

In Consideration of Five Thousand Dollar (35000,00) paid and to be paid as follows:

Two Lundred Thirty three Dollars (\$253.00) cash in hand paid, the receipt of which is berely acknowledged; an exchange of real setate, the receipt of the deed to which is berely acknowledged; the equity of which is valued at Thirty-six Eundred Eighty-three Dollars (#3685.00).

And for the palance the grantees have Assumed to pay and are to pay three notes of the

Thereas; the Mountain Land Company, a corporation chartered and organized under the large of the State of New York, have not force late out, platted and placed upon the Market; cortain lands in Hamilton County, American, known as Tract 1, tract 2, Tract 5, and Tract 4, of the Countain Land Company's Signal Mountain properties, a fording to plate of each additions of record in the Register's office of said County; and

Whereas, said Company has, from time to time, soli and conveyed certain lots and solots, being portions of said platted lands, to divers parties, and

whereas, the deeds conveying the lands so sold embedded, among other provisions, the Tollowing:

"and the further considerations:

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- "(1) Of the reservation in and to the grantor of the fee in and to the streets, alleys and highways bounding the property hersin conveyed, and of the right to change the present grade and fix and establish the permanent grade thereof, or to have the same done bythe constituted public authorities, together with the reservation in and to the granter, its successors or assigns of the right, itself, its successors or assigns, or by others to lay, construct and operate sewers, water mains, telephone and telegraph lines and street railway lines on said street, alleys and highways;
- "(2) That, within a period of 50 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 promises herein conveyed;
- (3) That, within said period, no dwelling costing less, or of less value than " (here is stated an error amount, varying in disferent design) "Dollers 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 apportain to dwelling houses;
- "(4) That no part of maid previous shall, within said period of rifty (50) years, be used for purposer of trade or commerce; but the keeping of boarding houses and hotels is excepted from this provision;
- residential purposes for the white rate) neither said promises, nor any part thereof, or 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 the, to any negro, mulatto, or other person or color:
- (6) That weither the grantee or grantees herein, nor any person or corporation deriving title or rights I no or through them, shall at any time sell, offer for sale, deal, or in any way traffic in any vinous, talt, or spirituous liquors, anywhere on said president;
- "(7) That no fowls, or herses, mules, burros, cattle, or other 11 ke animals, shall be allowed to run at large upon any portion of said premises; and none of such animals or fowls, belonging to the owners or cooupants of said premises, shall be allowed to read or limit at large on the streets or allows bounding said premises;
- *(8) That no sheep, goods or critic challbe kept or allowed to remain upon any portion of stid precises; notther shall an, sheep, goats or seine belonging to the camera or recupants thereof be allowed to roam or run at large on the streets or allays bounding said precises;

x x x x x x x

"Should any one or mark of the foregoing stipulations numberes "(2)", "(4)", "(4)", "(5)" and "(6)" to visited at skytims by the grantees, their being or assigns, or anyone "(5)" and "(6)" to visited at skytims by the grantees, their being or assigns, or anyone shall be only until und visitely distance rejects from or through them, then this conveyance shall become until und veic, and said provises shall at once revort to the granter, its one caseigns, and it or they shall have the right to re-enter and possess the case; " and

whereas, the reversionary clause in said provisions so the totales to cald lands as that the owners claim to be auconvenienced in obtaining loans thereon for the purpose of improving the respective properties, and upbuilding the community, and

Whereat, many of such lot owners have requisited said Company to release said reversionary clause and substitute therefor what may be termed injunction process, as hereinafter provided, which has been done from time to time, as to specific properties, by separate, distinct instruments; and

Whereas, the said Company desires to relieve its grantees, and their successors in title from any burden, resulting from said objectionable clause, by simplifying the manner of release; New, Therefore,

In consideration of the premises, and for other valuable considerations received, the said Mountain Land Company does hereby excoute this instrument and make this declaration:

The said clause in said deeds reading as Follows:

"Should env one or more of the foregoing oftipulations numbered "(2)", "(5)", "(4)"
"(5)" and "(6)" be violated at any time by the grantees, their heirs or assigns, or anyone deriving title or rights from or through them, then this conveyance shall become small
and void, and said promises shall at once revers to the granter, the successors or assigns, and it or they shall have the right to re-enter and possess the same."
and bereinester referred to as "reversionary clause" is so changed as to read as follower.

"(5)" and "(6)" be violated at anytime by the grantous, their heirs or assigns, or engens deriving title or rights from or through them, then they or either of them chall be rubject and liable, at the suit of the grantor, its successor, or any assign, or by the than constituted public authorities, to be emjoined by proper process from violating this contract, and shall be liable for costs and remarkable attorney's fees incident to such interest, and shall be liable for costs and remarkable attorney's fees incident to such interest, and shall also be liable to such other and additional damages as may accrue".

Third latter quoted clause is hereinafter referred to as "injunction process" olause"; and upon the owner or the holder of the title to any one or more of said lots or plots, the deed of conveyance to which embodies said reversionary clause, adopting this process instrument and accepting its provisions, then, as to such lot or lots or plot or plots, its reversionary clause shall by such act be release and said injunction process clause shall stand in its stead.

The fellering provision, in hase verba, or in substance, embedded in the instrument of conveyance or in a feeleration, shall becommend as sufficient to release said reversionary evame and substitute in its stead said injunction present clause as to the lots or plots there in described in so far at the parties therete and their successors in title-see consormed, and the said Mountain Land Company, its strategisters and assigns, shall be bound increby— said clause to be effective shall be duly executed, except that the Yountain Land Company used not join therein, shall be duly recorded in the Register's office or said County, and shall be in the following wirely, at in wards of similar import to making.

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"The parties herete for themselves, their beine, successure and assigns, do hereby sevept the provisions of the sertain instrument or deslaration of the Nountain Land ('expensy, a corporation characteristic and organized under the laws of the State of How York, of that March 30th 1920, recorded in the Register's office of Hamilton Coventy, Tennessee, in Book W, Volume 20, Pages) the seq., do apply the same to the said loads hereinbefore described, and do agree to be bound thereby, thus substituting that is termed in said institution as the injunction process clause for and in lieu of the reversionary clause at called therein."

In witness whereof, and pursuant to the authority from its Board of Directors, said Mountain Land Company has caused its corporate name to be signed and its corporate seal to be affixed to this instrument, and this instrument to be executed, acknowledged and delivered in the name, and on behalf of said Company by W. T. James, its President, and J. P. Paalsow, its Decretary, on this the 30th day of Varch 1926.

Mountain Land Commany

Mountain Land Com any

Ry W. T. James President

Incorporated 1911

Kew York

Attent.

John P. Paalsow, Secretary

State of Connessee

County of Hamilton Before me, W. S. Weatherford a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared W. T. James and J. F. Paallow, with whom I am personally acquair ad, and who upon their oaths acknowledged themselves to be, respectively, the said W. T. James the President, and the said J. F. Paallow the Secretary of the Mountain Land Company, the within named bargainor, a perpendicular and that they, as such Fresident and Secretary, being authorized setted, executed the recogning deed for the purposes therein contained, the said President by signing the name of the corporation by himself as such President, and the said Secretary by attesting the signature of the corporation by its said President, and by affixing to naid instrument the corporate seal of the corporation.

Witness my hand and Novarial Seal at office in said County on this the 31st day of

W. S. Weatherford

#. S. Westherford Movery Fublic

Botery Public

My commission expires Apr. 7 1927

my commission expires whee / 1927

Hamilton Co., Tenn

State of Tennesice

Hamilton County The above Release and certificate were filed April 1 1926 at 11:40 A. M., entered in Note Book Wo. 25 Page 197, and recorded in Book M, Volume 20, Page 1 et Rec.

Witness my hand at office in Chattanooga, Tenn.

2 a Mitcony Register

Dent Res

State of Tempessee

Charter of Incorporation

Be it known, That Mrs. Caroline G. Clark, M. E. Carson, T Axler, E. F. Sundstrew,