

In Consideration of Thirty-four Hundred 76/100 (\$3400.76) Dollars, paid and to be 667

paid as follows: Five Hundred Ninety-eight and 97/100 Dollars cash in hand, the receipt whereof is hereby acknowledged, and eleven (11) notes of the grantees, dated of even date hereof and drawing interest from date at six per cent per annum, two being for \$100.00 each, seven being for \$300.00 each, one being for \$250.00, and one, the last, being for \$91.79. Said 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 notes 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 grantor 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 grantor, 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 costing 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 outbuildings 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 trade or commerce; but the keeping of boarding houses and hotels is excepted from this provision;

(5) That, within said period, (said property being in a community set apart for residential purposes for the white race) neither said premises, 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 them, to any negro, mulatto, or other person of color;

(6) That neither the grantee or grantees herein, nor any person or corporation deriving title or rights from or through them, shall at any time sell, offer for sale, deal or in any way traffic in any vinous, malt, or spirituous liquors, anywhere on said premises;

(7) That no fowls, or horses, mules, burros, cattle, or other like 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 occupants of said premises, shall be allowed to roam or run at large on the streets or alleys bounding said premises.

(8) 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 bounding said premises.

The Mountain Land Company, a corporation chartered 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 County, 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.

Should any one or more of the foregoing stipulations numbered "(2)", "(3)", "(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 null and void, and said premises shall at once revert to the grantor, 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 "(8)" 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 grantor, its successor, 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 attorneys 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 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 hereinbefore stated reservations and conditions.

The said Mountain Land Company covenants that it is lawfully seized and possessed of said real

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estate, 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 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. A. Sadd its Vice President and E. T. James  
 its Secretary on this the 15th day of December, 1916.


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 Mountain Land Company, x  
 Incorporated 1911 New York. x  
 x x x x x x x x x x x x x x x x  
 Attest: W. T. James, Secretary.  
 State of Tennessee,

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 upon their oaths acknowledged  
 themselves to be, respectfully, the said W. A. Sadd, the Vice President and the said W. T.  
 James the Secretary of the Mountain Land Company, the within named bargainer, a corporation  
 and that they as such Vice President and Secretary, being 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 President 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<sup>th</sup> day of  
 December 1916.

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 L. M. Thomas, Notary Public, x  
 Hamilton Co. Tenn. My commission x  
 Expires Nov. 25, 191--  
 x x x x x x x x x x x x x x x x  
 State of Tennessee,

County of Hamilton. The above deed and certificate were filed Dec. 28, 1916 at 2:20 P. 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 Chattanooga, Tennessee.  
  
 Register.  
 Dept. Reg.

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In Consideration of Five Thousand Dollar (\$5000.00) paid and to be paid as follows:  
 Two Hundred Thirty Three Dollars (\$233.00) cash in hand paid, the receipt of which is hereby  
 acknowledged; an exchange of real estate, the receipt of the deed to which is hereby acknow-  
 ledged, the equity of which is valued at Thirty-six Hundred Eighty-three Dollars (\$3683.00),  
 and for the balance the grantees have assumed to pay and are to pay three notes of the

Whereas, the Mountain Land Company, a corporation chartered and organized under the laws of the State of New York, has heretofore laid out, platted and placed upon the market certain lands in Hamilton County, New York, known as Tract 1, Tract 2, Tract 3, and Tract 4, of the Mountain Land Company's Signal Mountain properties, according to plats of said additions of record in the Register's office of said County; and

Whereas, said Company has, from time to time, sold and conveyed certain lots and plots, being portions of said platted lands, to divers parties; and

Whereas, the deeds conveying the lands so said embodied, among other provisions, the following:

and the further considerations:

"(1) Of the reservation in and to the grantor 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 grantor, 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 costing less, or of less value than <sup>400</sup> (here is stated an exact amount, varying in different deeds) 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;

"(4) That no part of said premises shall, within said period of fifty (50) years, be used for purposes of trade or commerce; but the keeping of boarding houses and hotels is excepted from this provision;

"(5) That, within said period, (said property being in a community set apart for residential purposes for the white race) neither said premises, 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 them, to any negro, mulatto, or other person of color;

"(6) That neither the grantee or grantees herein, nor any person or corporation deriving title or rights from or through them, shall at any time sell, offer for sale, deal, or in any way traffic in any vinous, malt, or spirituous liquors, anywhere on said premises;

"(7) That no fowls, or horses, mules, burros, cattle, or other like 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 occupants of said premises, shall be allowed to roam or run at large on the streets or alleys bounding said premises;

"(8) 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 bounding said premises;

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"Should any one or more of the foregoing stipulations numbered "(2)", "(3)", "(4)", "(5)" and "(6)" be violated at anytime by the grantees, their heirs or assigns, or anyone deriving title or rights from or through them, then this conveyance shall become null and void, and said premises shall at once revert to the grantor, its successors or assigns, and it or they shall have the right to re-enter and possess the same;" and

Whereas, the reversionary clause in said provisions encumbers the titles to said lands as that the owners claim to be inconvenienced in obtaining loans thereon for the purpose of improving the respective properties, and upbuilding the community, and

Whereas, many of such lot owners have requested 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; Now, Therefore,

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

The said clause in said deeds reading as follows:

"Should any one or more of the foregoing stipulations numbered "(2)", "(3)", "(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 null and void, and said premises shall at once revert to the grantor, its successors or assigns, and it or they shall have the right to re-enter and possess the same."

and hereinafter referred to as "reversionary clause" is so changed as to read as follows:

"Should any one or more of the foregoing stipulations numbered "(2)", "(3)", "(4)", "(5)" and "(6)" be violated at anytime 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 grantor, its successor, 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". which latter quoted clause is hereinafter referred to as "injunction process clause"; 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 present instrument and accepting its provisions, then, as to each lot or lots or plot or plots, said reversionary clause shall by such act be repealed, and said injunction process clause shall stand in its stead.

The following provision, in haec verba, or in substance, embodied in the instrument of conveyance or in a declaration, shall be construed as sufficient to release said reversionary clause and substitute in its stead said injunction process clause as to the lots or plots there in described in so far as the parties thereto and their successors in title are concerned, and the said Mountain Land Company, its successors and assigns, shall be bound thereby-- said clause to be effective shall be duly executed, except that the Mountain Land Company need not join therein, shall be duly recorded in the Register's office of said County, and shall be in the following words, or in words of similar import or meaning:

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