NUMBER 8759 RECORDED NOV 14, 1938

B. F. HIRE ET UX TO

OTIS M. MAINES ET UX

D. J.A.E.

FOR AND IN CONSIDERATION of the sum of NINETEEN HUNDRED & NO/100 DOLLARS, paid and to be paid by OTIS M. MAINES AND WIFE, CALLIE G. MAINES as follows: FOFTY & NO/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said OTIS M. MAINES AND WIFE CALLIE G. MAINES

WITH PAYMENTS OF $20.00 PER MONTH WITH INTEREST INCLUDED

haVE executed THEIR promissory note/ for EIGHTEEN HUNDRED SIXTY & no/100

Dollars each of even date herewith, payable to the order of B. F. HIRE AT $20.00 PER MONTH, and bearing six per cent interest from DATE, with lien retained on the property herein conveyed to secure their payment. The first one of said PAYMENTS falls due OCT 1st, 1937, and the others 123 PAYMENTS ON SAID NOTE TO BE $20.00 ON THE 1st DAY OF EACH MONTH thereafter until all are paid. IN FULL, SAID $20.00 PAYMENT PER MONTH IS TO INCLUDE THE INTEREST AT 6%. NOTE PROVIDES THAT IT MAY BE PAID IN FULL AT ANY TIME. WE, B. F. HIRE AND WIFE ETTA HIRE OF MACON COUNTY, TENN have bargained and sold, and by these presents do transfer and convey, unto the said OTIS M. MAINES AND WIFE, CALLIE G. MAINES, THEIR heirs and assgins, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

BEING TRACT NO. 11 BLOCK B OF OVERLOOK ESTATES, A SUB DIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAT OF WHICH SUBDIVISION IS OF RECORD IN BOOK 843, PAGE 105 REGISTER'S OF FICE OF SAID COUNTY, AND BEING ONE OF THE LOTS (WHICH IS NOW A HOUSE AND LOT) DEEDED TO B. F. HIRE BY DEED FROM WILEY KEITH DEED DATED APRIL 7th, 1936, AND RECORDED IN DEED BOOK NO. 47 AND PAGE #403 IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE. THE PROPERTY IS SOLD AND HEREBY CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS TO WIT: THAT THE SAID PROPERTY SHALL NOT BE SOLD REASED OR RENTED TO ANY NEGRO OFPERSON OF AFRICAN DESCENT. NO RESIDENT SHALL BE ERE CTED WITHIN TWENTY FIVE (25) FEET OF THE FRONT LINE OF SAID PROPERTY. THE SAID SUBDIVISION OF WHICH THE ABOVE DESCRIBED PROPERTY IS A PART AND PARCEL THEREOF, IS RESTRICTED TO RESIDENCE PURPOSES ONLY, EXCEPTING LOTS FRONTING ON GALIATIN ROAD OR ANDERSON LANE, UPON WHICH EITHER RESIDENCE OR BUSINESS STORES MAY BE CONSTRUCTED. BUSINESS OR RESIDENCE ERECTED UPON SAID PRO PERTY SHALL CONTAIN NOT LESS THAN 450 SQUARE FEET OF FLOOR SPACE AND NO SHEET METAL OR CORRU GATED IRON SHALL BE USED IN CONSTRUCTION THEREOF. IT IS EXPRESSLY UNDERSTOOD THAT ANY BUILDING ERECTED UPON SAID PROPERTY SHALL BE COMPLETELY FINISHED ON THE EZTERIOR IN BRICK, STUCCO, OR SIDING. IF SIDING, IT SHALL BE PAINTED WITH NOT LESS THAN TWO COATS OF PAINT BEFORE BEING OCCUPIED. NO OUTSIDE TOILETS MAY BE ERECTED ON THE PROPERTY. PLANS OF ANY BUILDING TO BE CON STRUCTED ON SAID PROPERTY, COSTING LESS THAN $1000.00 MUST BE APPROVED BY THE SELLER OR SELLERS ARCHITECT. THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON THE GRANTEE, HIS HEIRS, DEVISEES, SUCCESSORS AND ASSIGNS AND IT SHALL BE AGREED THAT EACH AND ALL OF SAID STIPULATIONS, COVENANTS AND CONDITIONS SHALL ATTACHE TO AND RUN WITH THE LAND AND SHALL BE BINDING AND OBLIGATORY UPON EACH AND EVERY PURCHASER WHO MAY NOW, OR HEREAFTER OWN, POSSESS, OCCUPY OR USE SAID PREMISES, OR ANY PART THEREOF, ALSO ANY BUILDINGS OR STRUCTURE, THEREON UNDER ANY TENUR WHATSOEVER FOR A PERIOD OF FIFTY YEARS FROM DATE THEREOF.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 15 day of Jan 1940.

Attest: J. P. Wilson DEPUTY REGISTER

Keeper Norwood

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said OTIS M. MAINES AND WIFE CALLIE G. MAINES, THEIR heirs and assigns, forever. And WE do covenant with the said OTIS M. MAINES AND WIFE CALLIE G. MAINES 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

And WE do further covenant and bind OUR heirs and representatives to warrant and forever defend the title to said land to the said OTIS M. MAINES AND WIFE, CALLIE G. MAINES, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

But this conveyance is upon the following conditions, which are a part of the consideration thereof, without which this conveyance would not have been made—viz.:

It is expressly agreed by and between the said B. F. HIRE AND WIFE ETTA HIRE and OTIS M. MAINES AND WIFE, CALLIE G. MAINES that if any of said PAYMENTS shall at any time be unpaid, either in whole or in part 1 month after maturity, all of the PAYMENTS shall thereupon become due.

The said OTIS M. MAINES AND WIFE, CALLIE G. MAINES Agree to keep the BUILDINGS on property conveyed insured to the amount of FIFTEEN HUNDRED & NO/100 Dollars, payable to the said B. F. HIRE AND WIFE ETTA HIRE as collateral security to said notes, and to pay all taxes when due; and the said OTIS M. MAINES AND WIFE, CALLIE G. MAINES further agree that if THEY fail to keep the said BUILDINGS insured or to pay any taxes as agreed, the said B. F. HIRE AND WIFE ETTA HURE, or the lawful holder of said notes, may have the building S insured, or may pay the taxes; and in either event the amount paid shall become part of the indebtedness secured by the lien herein reserved, and shall bear interest from the date of payment. If the said OTIS M. MAINES AND WIFE, CALLIE G. MAINES shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said B. F. HIRE AND ETTA HIRE such failure shall render all of said notes due at the expiration of such time.

The said OTIS M. MAINES AND WIFE CALLIE G. MAINES further agree that if said notes & PAYMENTS become due upon any contingency hereinbefore stated, the said B. F. HIRE, ETTA HIRE, or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in some newspaper published in Davidson County, the first publication to be made at least twenty days before the sale, shall have authority to sell the property, conveyed, by public auction, at the front door of the courthouse in Nashville, Tennessee, to the highest bidder, for cash, free from the rights of redemption, homestead, and dower; to execute a conveyance to the purchaser; and to apply the proceeds of sale—

First to the payment of any taxes that may be a lien on the property; second to the payment of all expenses incident to advertising and selling; third to the satisfaction of the indebtedness secured by said vendor's lien; and, last, any balance shall be paid to the said OTIS M. MAINES AND WIFE CALLIE G. MAINES, or THEIR legal representative.

The said OTIS M. MAINES AND WIFE CALLIE G. MAINES further agree that the said B. F. HIRE AND ETTA HIRE may execute the power of sale herein contained without giving bond or taking oath; that the said B. F. HIRE AND ETTA HIRE, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said B. F. HIRE AND ETTA HIRE becomes the purchaser, the person holding the office of County Court Clerk for said county shall have authority to convey the property to the said B. F. HIRE AND ETTA HIRE and the said OTIS M. MAINES AND WIFE CALLIE G. MAINES further agree that in the event of a sale of said property under and by virtue of this deed, then the said purchaser may re-enter and take possession of the property without hindrance or delay and the said OTIS M. MAINES AND WIFE CALLIE G. MAINES will become tenant at will of the purchaser from and after day of sale, and all persons holding under them shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

In Witness Whereof, WE hereunto set OUR signatureS, this 30th day of AUG 1937

B. F. HIRE
ETTA HIRE

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, OTIS M. MAINES AND WIFE CALLIE G. MAINES join herein and subscribe OUR name S hereto.

This 30th day of AUG 1937

OTIS M. MAINES
CALLIE G. MAINES

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C. R. JENT, a Notary Public in and for said County and State, the within named B. F. HIRE AND WIFE ETTA HIRE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ETTA HIRE WIFE of the said B. F. HIRE having appeared before me privately and apart from HER husband, the said ETTA HIRE, acknowledges the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 30th day of AUG, 1937

(Seal) C. R. JENT, Notary Public.

MY COM. EXPIRES OCT 7th, 1940
U.S.R.S. $2.00
REC'D NOV 12, 1938 at 10;20 A.M.
TP