NO. 30949 RECORDED JUNE 29, 1928. ROYAL OAKS LAND COMPANY TO G.G.MOONEY.

Steger-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($4775.00) FOUR THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS of which NINE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS has been paid in cash by G.G.MOONEY, AN UNMARRIED MAN, , the receipt of which is hereby acknowledged, and for the remainder DOLLARS the said G.G.MOONEY HAS THIS DAY EXECUTED HIS THIRTEEN PROMISSORY NOTES, THE FIRST TWELVE BEING IN THE AMOUNT OF $210.00 EACH, AND THE THIRTEENTH OR LAST NOTE BEING IN THE AMOUNT OF $100.00. THE FIRST OF SAID NOTES FALLING DUE ON OR BEFORE THE SECOND DAY OF AUGUST 1928, AND ON OR BEFORE THE SAME DAY OF EACH SUCCEEDING THREE MONTHS THEREAFTER UNTIL ALL ARE PAID,

all of said notes bearing six per cent interest from date, and providing for payments of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

WE, THE ROYAL OAKS LAND COMPANY, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, BEING AUTHORIZED SO TO DO, HAS have this day bargained and sold, and do hereby transfer and convey, unto the said IN THE SEVENTH CIVIL DISTRICT OF G.G.MOONEY, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT 9, IN BLOCK 8; AND LOTS 10, 11, AND 12, IN BLOCK 9; IN JOHN CALHOUN'S RESUBDIVISION OF A PART OF ROYAL OAKS SUBDIVISION, A PLAN OF WHICH IS OF RECORD IN BOOK 547, PAGE 167, REGISTERS OFFICE FOR SAID COUNTY.

LOT 9, IN BLOCK 8, FRONTS 100 FEET ON THE SOUTHERLY MARGIN OF GLENN EDEN DRIVE AND RUNS BACK BETWEEN PARALLEL LINES 176 FEET 4 INCHES, TO A DEAD LINE.

LOT 10, IN BLOCK 9, FRONTS 100 FEET ON THE SOUTHERLY MARGIN OF SIGNAL HILL DRIVE AND RUNS BACK BETWEEN PARALLEL LINES 198 FEET, 9 INCHES, ON ITS WESTERLY LINE TO A DEAD LINE; AND 196 FEET, 8 INCHES ON ITS EASTERLY LINE TO SAID DEAD LINE.

LOT 11, IN BLOCK 9, FRONTS 100 FEET ON THE SOUTHERLY MARGIN OF SIGNAL HILL DRIVE AND RUNS BACK BETWEEN PARALLEL LINES 196 FEET, 8 INCHES, ON ITS WESTERLY LINE TO A DEAD LINE; AND 194 FEET, 7 INCHES, ON ITS EASTERLY LINE TO SAID DEAD LINE.

LOT 12, IN BLOCK 9, FRONTS 39 FEET ON THE SOUTHERLY MARGIN OF SIGNAL HILL DRIVE AND RUNS BACK ON ITS WESTERLY LINE 194 FEET, 7 INCHES, TO A DEAD LINE; AND 212 FEET ON ITS EASTERLY LINE, SAID EASTERLY LINE BEING THE WESTERLY MARGIN OF LYNNWOOD BOULEVARD, TO SAID DEAD LINE, ON WHICH IT SHOWS 131 FEET.

IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. NO NUISANCE WILL BE MAINTAINED OR ALLOWED TO BE MAINTAINED BY THE GRANTEE ON THE SAID PROPERTY.

2. NO SWINE WILL BE ALLOWED TO BE KEPT ON SAID PROPERTY.

3. SAID PROPERTY IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY AND NO RESIDENCE OR OTHER BUILDING SHALL BE ERECTED OR KEPT WHOLLY OR PARTLY WITHIN 115 FEET FROM THE CENTER LINE OF THE DEDICATED STREET ON WHICH THE LOT FRONTS AS SHOWN ON THE SAID RECORDED PLAT AND NO RESIDENCE SHALL BE ERECTED ON THE SAID PROPERTY AT A COST OF LESS THAN $7500.00 AS TO LOTS 10, 11, AND 12, IN BLOCK 9; AND $10,000.00 AS TO LOT 9 IN BLOCK 8.

4. NEITHER THE PROPERTY HEREIN CONVEYED OR ANY PART THEREOF SHALL BE CONVEYED TO PERSONS OF AFRICAN BLOOD OR DESCENT AND NO PERSON OF AFRICAN BLOOD SHALL BE PERMITTED TO OWN OR OCCUPY THE PREMISES EXCEPT IN THE CAPACITY OF SERVANTS.

5. ALL OUTBUILDINGS ON CORNER LOTS SHALL BE BUILT ON THE INSIDE AND BACK LINES OF THE SAID PROPERTY.

6. NOT MORE THAN ONE RESIDENCE SHALL BE BUILT ON EACH LOT AND ALL RESIDENCES MUST FACE THE STREET ON WHICH THE LOT FRONTS; WITH THE EXCEPTION OF THE CORNER LOTS, IN WHICH CASE HOUSES MAY FACE THE SIDE STREET, PROVIDED THE REAR ENTRANCE OF SUCH HOUSES FACES THE REAR OF THE LOT ON WHICH SUCH HOUSES ARE BUILT.

7. NO SIGNS OF ANY NATURE SHALL BE ERECTED ON ANY LOT IN SAID PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said G.G.MOONEY, HIS heirs and assigns, SAID ROYAL OAKS LAND COMPANY forever, covenants that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered EXCEPT BY THE BUILDING RESTRICTIONS AND OTHER RESTRICTIONS AS TO USE, ETC., SET OUT HEREINABOVE.

THE SAID ROYAL OAKS LAND COMPANY, DOES further covenant and bind ITSELF, ITS SUCCESSORS AND ASSIGNS, heirs and representatives, to warrant and forever defend the title to said real estate to said G.G.MOONEY, HIS heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to ME in hand paid I, the said G.G. MOONEY

do hereby transfer and convey unto J.BREYER, , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

THE FOREGOING RESTRICTIONS SHALL BE COVENANTS RUNNING WITH THE SAID LAND AND BINDING UPON THE GRANTEE HEREIN, HIS HEIRS OR ASSIGNS, FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE OF THIS DEED.

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 2 day of Oct. 1928. Attest: COUNTY REGISTER

I, the said G.G.MOONEY, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ ---- until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of notes, as his interest may appear.

I further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and and assessments thereon, and to pay them when due; and in case --- fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment.

NOW IF I shall pay the notes as herein provided according to their tenor and pay taxes, keep up repairs and keep said premises insured as aforesaid and do all other acts as herein agreed to be done, according to the true intent and meaning hereof, then this deed shall be void; but if I fail to pay any of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, IF I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes, then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said county to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyence.

I agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree that in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to G.G.MOONEY, HIS representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-matured unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to J.BREYER, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said PARTIES TO THIS INSTRUMENT SIGNED THEIR NAMES and HAVE hereunto set our hands at NASHVILLE, Tennessee, this the SECOND day of MAY, 1928.

(SEAL) THE ROYAL OAKS LAND COMPANY
BY STANLEY L.RICH, PRESIDENT
ATTEST: STELLA RICH, SECRETARY.
G.G.MOONEY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WM.R.MADDUX, a Notary Public in and for said County and State, the within-named G.G.MOONEY the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal at NASHVILLE, Tennessee, this 31ST day of MAY, 1928.

My commission expires on the 5 day of JAN, 1929. (Seal) WM.R.MADDUX
Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

BEFORE ME, WM.R.MADDUX A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED STANLEY L.RICH AND MISS STELLA RICH WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE ROYAL OAKS LAND COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, RESPECTIVELY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN EXPRESSED, BY SIGNING THE NAME OF THE CORPORATION BY STANLEY L.RICH AS PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL THERETO AND ATTESTING THE SAME BY MISS STELLA RICH AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT NASHVILLE, TENNESSEE, ON THIS THE 13TH DAY OF JUNE, 1928. (SEAL) WM.R.MADDUX, NOTARY PUBLIC.

MY COM.EX. JANUARY 5, 1929.

THE ROYAL OAKS LAND COMPANY HEREBY GRANTS TO SAID GRANTEE THE RIGHT TO MAKE ONE CONNECTION WITH ITS WATER MAINS FOR EACH LOT HEREIN CONVEYED PROVIDED THE SAID GRANTEE WILL, WHENEVER HE IS CONNECTED TO A MAIN THAT CONVEYS WATER COMING FROM THE BELLE MEADE COMPANY'S RESERVOIR ON HIGH PASTURE HILL, PAY A PUMPING CHARGE TO THE BELLE MEADE COMPANY OF NOT MORE THAN SEVENTY-FIVE (75¢) CENTS PER MONTH, FOR EACH TAP BEING THE SAME CHARGE WITHIN THIS LIMIT THAT IS CHARGED THE USERS OF WATER IN THE BELLE MEADE COMPANY'S SUBDIVISION, UNTIL SUCH TIME AS THE CITY OF NASHVILLE SHALL TAKE CHARGE OF SAID PUMPING, WHEN SAID PUMPING CHARGES SHALL CEASE AND TERMINATE.

THE FOREGOING CONDITIONS, RESTRICTIONS AND OBLIGATIONS IMPOSED HEREIN ARE HEREBY EXPRESSLY AGREED TO BE COVENANTS RUNNING WITH THE SAID LAND ABOVE DESCRIBED, AND SHALL BE BINDING ON THE CONVEYEE OR CONVEYEES UNDER THIS DEED, THEIR HEIRS OR ASSIGNS AND THE SAID LAND ABOVE DESCRIBED IS OPERATED WITH ALL OF THE SAID TERMS, CONDITIONS AND OBLIGATIONS RELATING TO THIS WATER RIGHT.

RECD JUNE 19, 1928 AT 11.11 A.M.