NUMBER 43752 RECORDED JULY 19, 1934. H. ROSCOE DRAKE, ET AL TO J. E. POLK, JR.

PARTIAL PAYMENT DEED AND JOINT AGREEMENT. 8740 MARSHALL & BRUCE CO. NASHVILLE

For and in Consideration of the sum of ($ 225.00) of which amount SEVENTY FIVE AND NO/100 DOLLARS has been paid in cash by J. E. POLK, JR. AND BONNIE H. POLK, and for the remainder the Grantee has executed 8 Promissory Notes for EIGHTEEN AND 75/100 DOLLARS each, of even date herewith, and bearing six per cent interest from date, with lien retained on the property herein conveyed to secure their payment. The first of said notes falls due SEPT. 11, 1934, and the others EVERY THREE MONTHS thereafter until all are paid.

It is Further Understood and Agreed by the Grantor and the purchaser herein that as a part of the consideration without which this conveyance would not have been made that in case any one of said notes remains unpaid one month after its maturity, all of the notes then unpaid shall immediately become due and payable, and said Grantor or the lawful holder of said notes remaining unpaid, is hereby authorized and empowered to sell said property, at public auction at the Courthouse door in the County hereafter mentioned, or on the premises, at his or her election, to the highest bidder for cash, or partly for cash and partly on time, or wholly on time, as he or she may elect, free from the right of repurchase of equity of redemption and free from homestead and dower, and said sale shall be advertised in some newspaper in the County hereafter mentioned, once a week for at least four weeks; and whenever a sale of the premises is made hereunder, said Grantor or the lawful holder of said notes, shall have the right to execute a deed conveying the property to the purchaser, and the proceeds of said sale shall be applied to the payment of all taxes and public charges that may be a lien on said property, and all taxes or public charges that may have been advanced or paid by said Grantor, or the lawful holder of said notes; to the payment of all expenses, including reasonable attorney's fees, incident to selling said property and the enforcement of said lien and incurred in any litigation that may arise of or concerning the protection and the enforcement of the rights and interest of Grantor or the holder of said notes; to the payment and satisfaction of said notes and interest; and the balance, if any, is to be paid to said Grantee; his or her representatives or assigns. It is understood and is hereby expressly declared, that the right of sale hereinbefore granted is intended as a cumulative remedy additional to the remedies now or that may be hereafter allowed by law, and that the same shall not be deemed in any manner whatsoever to deprive said Grantor or the holder of said notes; of any legal or equitable remedy by judicial proceedings, consistent with the provisions of these presents, according to the true intent and meaning thereof; and whatever and in case legal proceedings shall be instituted for the enforcement of the lien herein reserved and declared, and for the protection of the rights of said Grantor or the holder of said notes, and the sale of said premises, reasonable counsel fees shall be paid and shall be added to the debt therein and hereby secured.

In The Event of a sale of said property under and by virtue of the above expressed agreement, the said Grantor and all persons holding under them shall be and become the tenants at will of the purchaser of the same, and from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of the purchaser upon five days written notice.

WE, H. ROSCOE DRAKE AND WIFE, FRANCES F. DRAKE, E. H. DRAKE AND WIFE, NELL DRAKE, MISS ELAINE ROSCOE AND E. C. DRAKE have this day bargained and sold, and by these presents do transfer and convey unto the said J. E. POLK, JR. AND BONNIE H. POLK heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows: Lots NUMBERS FOUR AND THE WEST ONE-HALF OF LOT 5 IN BLOCK D XXXXXXX of ROSCOE PLACE Subdivision, located in Davidson County, Tennessee, as shown by the plat of record in Book No. 843 Page No. 72 of the public records of said County.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said J. E. POLK, JR AND BONNIE H. POLK -- heirs and assigns, forever. And I (or we) covenant with the said J. E. POLK, JR AND BONNIE H. POLK that I (or 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 I (or we) do further covenant and bind myself, my (or ourselves, our) heirs and representatives to warrant and forever defend the said title to said land to the said J. E. POLK, JR. AND BONNIE H. POLK heirs and assigns, against the lawful claims of all persons whomsoever. Subject to the Following Restrictions and Conditions which shall for a period of Twenty (20) Years be considered covenants running with the land to-wit:

1. The party of the second part, his heirs, legal representatives, or assigns or either of them will not erect more than one dwelling on any one lot above mentioned, and that each at a fair and just valuation at the least the sum of $2000.00 each, and that no building shall be erected thereon for any use except residential purposes, provided, however, that a private garage may be erected, for the exclusive use of the person or persons occupying the lot whereon such garage may be erected.

2. There shall be established a building line of thirty feet distant from and parallel with the front boundary line of each lot, and no building, or structure of any kind or any part of any building, erection or structure, including bay windows, verandas and porches, but excepting steps, shall be placed on or extend over, any portion of the said premises which lies between the said building and the street line of said lot.

3. The said party of the second part, his heirs, legal representatives, or assigns or either of them will not convey, encumber, lease, rent or give possession of said lot, either voluntarily or involuntarily to any person of the negro race, or for any purpose of conducting any business thereon.

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 25 day of [illegible], 1934. [illegible] DEPUTY REGISTER

In Witness Whereof WE hereunder set OUR signature. This 14 day of JUNE, 1934.

WITNESS: ELAINE ROSCOE

WITNESS: E. C. DRAKE

I or we hereby agree to the terms and conditions of this instrument. H. ROSCOE DRAKE

FRANCES F. DRAKE

NELLE DRAKE

J. E. POLK, JR. E. H. DRAKE

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named ELAINE ROSCOE, E. C. DRAKE, H. ROSCOE DRAKE, E. H. DRAKE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. And FRANCES I. DRAKE AND NELLE DRAKE, WIVES of the said H. ROSCOE DRAKE AND E.H. DRAKE having appeared before me, privately and apart from THEIR husband S the said FRANCIS I. DRAKE AND NELLE DRAKE acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily and understandingly, without compulsion or constraint from THEIR said husband S and for the purposes therein expressed.

Witness my hand and official seal, at GOODLETTSVILLE Tennessee, this 14 day of JUNE, 1934.

My Commission Expires JULY 8TH, 1937. (SEAL) M. A. DRAPER Notary Public.

U.S.R.S. $.50.

RECEIVED JULY 18, 1934, AT 10:47 A.M.

NUMBER 43753 RECORDED JULY 19, 1934. H. ROSCOE DRAKE, ET AL TO JAMES F. PATTON, ET AL.

PARTIAL PAYMENT DEED AND JOINT AGREEMENT. 8740 MARSHALL & BRUCE CO. NASHVILLE

For and in Consideration of the sum of ($ 240.00) of which amount SIXTY & NO/100 DOLLARS has been paid in cash by JAMES F. PATTON & JOHN TINNON and for the remainder the Grantee has executed 8 Promissory Notes for TWENTY TWO & 50/100 DOLLARS each, of even date herewith, and bearing six per cent interest from date, with lien retained on the property herein conveyed to secure their payment. The first of said notes falls due SEPT. 11TH, 1934, and the others EVERY THREE MONTHS thereafter until all are paid.

It is Further Understood and Agreed by the Grantor and the purchaser herein that as a part of the consideration without which this conveyance would not have been made that in case any one of said notes remains unpaid one month after its maturity, all of the notes then unpaid shall immediately become due and payable, and said Grantor or the lawful holder of said notes remaining unpaid, is hereby authorized and empowered to sell said property, at public auction at the Courthouse door in the County hereafter mentioned, or on the premises, at his or her election, to the highest bidder for cash, or partly for cash and partly on time, or wholly on time, as he or she may elect, free from the right of repurchase of equity of redemption and free from homestead and dower, and said sale shall be advertised in some newspaper in the County hereafter mentioned, once a week for at least four weeks; and whenever a sale of the premises is made hereunder, said Grantor or the lawful holder of said notes, shall have the right to execute a deed conveying the property to the purchaser, and the proceeds of said sale shall be applied to the payment of all taxes and public charges that may be a lien on said property, and all taxes or public charges that may have been advanced or paid by said Grantor, or the lawful holder of said notes; to the payment of all expenses, including reasonable attorney's fees, incident to selling said property and the enforcement of said lien and incurred in any litigation that may arise of or concerning the protection and the enforcement of the rights and interest of Grantor or the holder of said notes; to the payment and satisfaction of said notes and interest; and the balance, if any, is to be paid to said Grantee; his or her representatives or assigns. It is understood and is hereby expressly declared, that the right of sale hereinbefore granted is intended as a cumulative remedy additional to the remedies now or that may be hereafter allowed by law, and that the same shall not be deemed in any manner whatsoever to deprive said Grantor or the holder of said notes; of any legal or equitable remedy by judicial proceedings, consistent with the provisions of these presents, according to the true intent and meaning thereof; and whatever and in case legal proceedings shall be instituted for the enforcement of the lien herein reserved and declared, and for the protection of the rights of said Grantor or the holder of said notes, and the sale of said premises, reasonable counsel fees shall be paid and shall be added to the debt therein and hereby secured.

In The Event of a sale of said property under and by virtue of the above expressed agreement, the said Grantor and all persons holding under them shall be and become the tenants at will of the purchaser of the same, and from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of the purchaser upon five days written notice.

WE, H. ROSCOE DRAKE AND WIFE, FRANCES F. DRAKE, E. H. DRAKE AND WIFE, NELL DRAKE, MISS ELAINE ROSCOE AND E. C. DRAKE have this day bargained and sold, and by these presents do transfer and convey unto the said heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows: Lots NUMBERS SEVEN AND EAST ONE HALF OF SIX IN BLOCK "D" XXXXXX of ROSCOE PLACE Subdivision, located in Davidson County, Tennessee, as shown by the plat of record in Book No. 843 Page No. 72 of the public records of said County.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said JAMES F. PATTON & JOHN TINNON, THEIR heirs and assigns, forever. And I (or we) covenant with the said JAMES F. PATTON AND JOHN TINNON that I (or 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 I (or we) do further covenant and bind myself, my (or ourselves. our) heirs and representatives to warrant and forever defend the said title to said land to the said JAMES F. PATTON & JOHN TINNON heirs and assigns, against the lawful claims of all persons whomsoever. Subject to the Following Restrictions and Conditions which shall for a period of Twenty (20) Years be considered covenants running with the land to-wit:

1. The party of the second part, his heirs, legal representatives, or assigns or either of them will not erect more than one dwelling on any one lot above mentioned, and that each at a fair and just valuation at the least the sum of $2000.00 each, and that no building shall be erected thereon for any use except residential purposes, provided, however, that a private garage may be erected, for the exclusive use of the person or persons occupying the lot whereon such garage may be erected.

2. There shall be established a building line of thirty feet distant from and parallel with the front boundary line of each lot, and no building, or structure of any kind or any part of any building, erection or structure, including bay windows, verandas and porches, but excepting steps, shall be placed on or extend over, any portion of the said premises which lies between the said building and the street line of said lot.

3. The said party of the second part, his heirs, legal representatives, or assigns or either of them will not convey, encumber, lease, rent or give possession of said lot, either voluntarily or involuntarily to any person of the negro race, or for any purpose of conducting any business thereon.

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 25 day of [illegible], 1934. [illegible] DEPUTY REGISTER

In Witness Whereof WE hereunder set OUR signature. This 11TH day of JUNE, 1934.

WITNESS: ELAINE ROSCOE

WITNESS: E. C. DRAKE

I or we hereby agree to the terms and conditions of this instrument. H. ROSCOE DRAKE

FRANCES F. DRAKE

JAS. F. PATTON NELLE DRAKE

JOHN TINNIN E. H. DRAKE

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named ELAINE ROSCOE, E. C. DRAKE, H. ROSCOE DRAKE, AND E. H. DRAKE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. And FRANCES I. DRAKE AND NELLE DRAKE, WIVES of the said H. ROSCOE DRAKE AND E. H. DRAKE having appeared before me, privately and apart from THEIR husband S, the said FRANCES I. DRAKE AND NELLE DRAKE acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal, at GOODLETTSVILLE Tennessee, this 18 day of JUNE, 1934.

My Commission Expires JULY 8TH, 1937. (SEAL) M. A. DRAPER Notary Public.

U.S.R.S. $.50.

RECEIVED JULY 18, 1934, AT 10:48 A.M.