NUMBER 57419 RECORDED JUNE 24TH, 1935, NASHVILLE TRUST COMPANY TO RICHARD T. WILSON TR.

INSTALLMENT DEED

975

FOR AND IN CONSIDERATION of the sum of ($3,675.00) THREE THOUSAND SIX HUNDRED SEVENTY FIVE AND NO/100 DOLLARS of which NINE HUNDRED EIGHTEEN AND 76/100 ($918.76) DOLLARS has been paid in cash by RICHARD T. WILSON TRUSTEE, receipt of which is hereby acknowledged, and for the remainder ($2,756.24) TWO THOUSAND SEVEN HUNDRED FIFTY SIX AND 24/100 DOLLARS the said RICHARD T. WILSON TRUSTEE HAS EXECUTED HIS FOUR (4) PROMISSORY LIEN NOTES BEARING EVEN DATE HEREWITH PAYABLE TO THE ORDER OF NASHVILLE TRUST COMPANY IN THE AMOUNT OF SIX HUNDRED EIGHTY NINE AND 06/100 ($689.06) DOLLARS EACH. THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFORE DECEMBER 1ST, 1935, THE SECOND NOTE IS DUE ON OR BEFORE JUNE 1ST, 1936, THE THIRD NOTE IS DUE ON OR BEFORE DECEMBER 1, 1936, AND THE FOURTH AND LAST NOTE IS DUE ON OR BEFORE JUNE 1ST, 1937. ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE INTEREST PAYABLE SEMI-ANNUALLY AND PROVIDING FOR PAYMENT OF ATTORNEY FEES AND TO SECURE THE PAYMENT OF SAID NOTES PRINCIPAL AND INTEREST AND ATTORNEY FEES A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED NASHVILLE TRUST COMPANY A CORPORATION CHARTERED UNDER AND BY VIRTUE OF THE LAWS, OF THE STATE OF TENNESSEE WITH ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN NASHVILLE, TENNESSEE HAS THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID RICHARD T. WILSON TRUSTEE FOR A. M. WILSON AND HIS SUCCESSORS IN TRUST TO BE HELD UNDER AND IN ACCORDANCE WITH THE TRUSTS AND CONDITIONS SET FORTH IN ITEM 3 OF THE WILL OF SALLIE M. WILSON OF RECORD IN WILL BOOK 14, PAGE 482, OFFICE OF THE COUNTY CLERK FOR DAVIDSON COUNTY, TENNESSEE TO WHICH REFERENCE IS MADE BUT WITH FULL POWER AND AUTHORITY IN SAID RICHARD T. WILSON TRUSTEE TO SELL TRANSFER AND CONVEY SAID REAL ESTATE WITHOUT THE JOINDER OF ANY BENEFICIARY CERTAIN TRACTS OR PARCELS OF LAND IN DAVIDSON COUNTY TENNESSEE. DESCRIBED AS FOLLOWS TO WIT: LAND IN THE 7TH FORMERLY THE 10TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TRACT NO. 1 BEING LOT NO. 23-B. AND UNITES 1 AND 2 OF LOT NO 24-B ON THE PLAN OF THE BATTLEFIELD ESTATES SECTION 1, OF RECORD IN PLAN BOOK 843, PAGES 96 AND 97 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 23-B AND UNITES 1 AND 2, OF LOT NO.24- B. FRONT TOGETHER 125 FEET ON THE EASTERLY SIDE OF JAMES AVENUE AND EXTEND BACK 143.2 FEET ON THE SOUTHERLY LINE AND 161.2 FEET MORE OR LESS, ON THE NORTHERLY LINE TO A LINE IN THE REAR. AND MEASURE 126.4 FEET MORE OR LESS, ON SAID LINE. TRACT NO.2 BEING LOTS NOS. 28-B, 30-B, 31-B AND 33-B, ON THE PLAN OF THE BATTLEFIELD ESTATES SECTION 1, OF RECORD IN PLAN BOOK 843, PAGES 96 AND 97 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOTS NOS. 28-B, 29-B, 30-B, 31-B, AND 33-B, FRONT TOGETHER 437 FEET ON THE EASTERLY SIDE OF JAMES AVENUE AND EXTEND BACK ON THE NORTHERLY LINE WITH A 22 FOOT ROADWAY 224, FEET AND ON THE SOUTH LINE 193.1 FEET TO THE WESTERLY LINE OF LOT NO. 36-W AND MEASURE 438½ FEET, MORE OR LESS ON SAID LINE. ~~TRACT NO. 3 BEING LOT NO.36-W ON THE PLAN OF THE BATTLEFIELD ESTATES SECTION 1, OF RECORD IN PLAN BOOK 843, PAGES 96 AND 97 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE~~ ORP

~~SAID LOT NO. 36-W IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF KIRKWOOD AVENUE 233.5 FEET EASTERLY FROM THE EASTERLY SIDE OF JAMES AVENUE THE NORTHEAST CORNER OF LOT 36-B, ON SAID PLAN THENCE~~ TRACT NO.3 BEING LOT NO.36-W ON THE PLAN OF THE BATTLEFIELD ESTATES SECTION 1 OF RECORD IN PLAN BOOK 843, PAGES 96 AND97 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.36-W IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF KIRKWOOD AVENUE 233.5 FEET EASTERLY FROM THE EASTERLY SIDE OF JAMES AVENUE THE NORTHEAST CORNER OF LOT 36-B ON SAID PLANTHENCE SOUTHERLY WITH THE LINE BETWEEN LOTS 30-B 31-B 32-B 33-B AND 36-B 534.3 FEET TO THE NORTHEAST CORNER OF LOT 29-B ON SAID PLAN THENCE SOUTH 5 DEGREES 57 MINUTES EAST 496 FEET TO A POINT IN THE EASTERLY LINE OF LOT 23-B ON SAID PLAN ; THENCE NORTH 2 DEGREES 50 MINUTES WEST 462 FEET TO AN IRON PIN; THENCE NORTH 17 DEGREES 27 MINUTES EAST 208 FEET TO THE END OF A HEDGE THENCE NORTH 7 DEGREES WEST 413 FEET TO A POST ON THE SOUTHERLY SIDE OF KIRKWOOD AVENUE; THENCE WESTERLY WITH THE SOUTHERLY SIDE OF KIRKWOOD AVENUE 150 FEET TO THE BEGINNING. BEING PART OF THE SAME PROPERTY CONVEYED TO NASHVILLE TRUST COMPANY BY DEED FROM E.E. MURREY TRUSTEE OF RECORD IN BOOK 965, PAGE 344, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE. THE GRANTEE HEREIN ASSUMES AND AGREE TO PAY ALL 1935 TAXES ON THE HEREIN DESCRIBED PROPERTY. SAID LAND ABOVE DESCRIBED IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND BINDING ON THE GRANTEE HIS HEIRS AND ASSIGNS, FOR A PERIOD OF TWENTY YEARS FROM MARCH 1ST, 1935, AS FOLLOWS: TO WIT: 1. SAID LAND SHALL NOT BE SOLD LEASED OR CONVEYED TO PERSONS OF AFRICAN BLOOD OF DESCENT OR OCCUPIED BY ANY SUCH PERSONS EXCEPT IN THE CAPACITY OF SERVANTS. 2. NO RESIDENCE SHALL BE ERECTED ON SAID PROPERTY AT A COST OF LESS THAN $4,000.00 AND ANY SUCH RESIDENCE SHALL BE NOT LESS THAN FORTY FEET FROM THE EAST MARGIN OF JAMES AVENUE AND SHALL BE NOT LESS THAN FORTY FEET FROM THE SOUTH MARGIN OF KIRKWOOD AVENUE. 3.SAID LAND SHALL BE USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES. 4. RESTRICTIONS MAY BE VACATED AND NULLIFIED BY THE WRITTEN CONSENT AND APPROVAL OF THE MAJORITY OF LOT OWNERS OWNING THE TITLE TO LOTS FRONTING THE SAID JAMES AVENUE AND KIRKWOOD AVENUE LOCATED IN THEDSAID BATTLEFIEDD, ESTATE SECTION 1, AND UPON SUCH MAJORITY ENTERING INTO A WRITTEN AGREEMENT TO SUCH EFFECT, UPON THE RECORDING OF SUCH AND INSTRUMENT IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, THE SAID RESTRICTIONS SHALL THEREUPON STAND VACATED AND NULLIFIED IN KEEPING WITH THE TERMS OF SUCH AGREEMENT.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RICHARD T. WILSON TRUSTEE HIS SUCCESSORS AND ASSIGNS, FOREVER NASHVILLE TRUST COMPANY A CORPORATION AS AFORESAID ~~forever;~~ heirs and assigns, 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 unencumbered. EXCEPT AS SET OUT HEREIN

NASHVILLE TRUST COMPANY A CORPORATION AS AFORESAID further covenants and binds ITSELF ITS SUCCESSORS, ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said RICHARD T. WILSON TRUSTEE HIS SUCCESSORS ~~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 RICHARD T. WILSON AS SUCH TRUSTEE DO HEREBY TRANSFER AND CONVEY UNTO CHAS. NELSON AS VICE PRESIDENT OF THE NASHVILLE TRUST COMPANY A BNKING CORPORATION OF NASHVILLE TENNESSEE, AND HIS SUCCESSORS, IN OFFICE AS , Trustee, ~~his successors and assigns~~, the ~~do hereby transfer and convey unto~~ real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.