INSTALLMENT DEED

975

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED TWENTY EIGHT AND NO/100 DOLLARS
of which FIFTY DOLLARS has been paid in cash by
ROBERT J.GIVAN AND WIFE, MARTHA E.GIVAN, , receipt of which is hereby acknowledged, and for the remainder
ONE HUNDRED SEVENTY EIGHT AND NO/100 DOLLARS
the said ROBERT J.GIVAN AND WIFE, MARTHA E.GIVAN,

HAVE EXECUTED THEIR PROMISSORY NOTE, OF EVEN DATE HEREWITH, PAYABLE IN SIXTEEN INSTALMENTS, AS FOLLOWS:

THE FIRST INSTALMENT OF ELEVEN DOLLARS AND TWELVE CENTS (11.12) DUE SEPTEMBER 15,1935;THE SECOND INSTALMENT OF ELEVEN DOLLARS AND THIRTEEN CENTS (11.13) DUE DECEMBER 15, 1935, AND THEREAFTER ON THE 15TH DAY OF EACH SUCCEEDING MARCH, JUNE, SEPTEMBER AND DECEMBER THE SUMS OF ELEVEN DOLLARS AND TWELVE CENTS (11.12) AND ELEVEN DOLLARS & THIRTEEN CENTS (11.13) SHALL BECOME DUE ALTERNATELY UNTIL THE ABOVE STATED SIXTEEN INSTALMENTS HAVE BEEN PAID.

TOGETHER WITH INTEREST ON EACH INSTALMENT FROM DATE AT THE RATE OF SIX (6) PER CENT PER ANNUM, PAYABLE ON EACH INSTALMENT PAYING DATE. THE UNDERSIGNED ROBERT J.GIVAN AND WIFE, MARTHA E.GIVAN, SHALL HAVE THE PRIVILEGE OF PAYING ANY INSTALMENT, OR INSTALMENTS PRIOR TO MATURITY, AT ANY INSTALMENT OR INTEREST PAYING DATE.

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* THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON THE SAID PREMISES IN THE CAPACITY OF SERVANTS.

THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON AND SHALL BE OBSERVED BY THE SAID GRANTEES AND HEIRS, DEVISES OR ASSIGNS, UNTIL THE FIRST DAY OF JANUARY, 1940, AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY OF SAID STIPULATIONS, COVENANTS AND CONDITIONS ATTACH TO AND RUN WITH THE LAND, AND SHALL BE BINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS, WHO NOW OR THEREAFTER OWN, POSSESS, OCCUPY AND USE SAID PREMISES OR ANY PART THEREOF, OR ANY BUILDING OR STRUCTURE THEREON, UNDER ANY TENURE WHATSOEVER.

SEWERAGE RESTRICTIONS: THE SEWERAGE RIGHTS BY VIRTUE OF SEWER LINES NOW ON THIS PROPERTY ARE NOT EXCLUSIVE TO THE PURCHASERS HEREIN, BUT ARE HEREBY RESERVED FOR THE COMMON USE OF OTHER DUPONTONIA PROPERTY WITH FULL RIGHT AND PRIVILEGE TO MAKE ANY CONNECTIONS THERETO.

~~all of said notes bearing six per cent interest from date;~~ and providing for payment 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 THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED,

have this day bargained and sold, and do hereby transfer and convey, unto the said ROBERT J.GIVAN AND WIFE, MARTHA E.GIVAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

PART OF TRACT NO.5 OF THE LIFE & CASUALTY SUBDIVISION PROPERTY, SITUATED ON THE SOUTHERLY SIDE OF OLD HICKORY BOULEVARD, NEAR DUPONTONIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF A 30 FOOT UNNAMED ROAD, SAID POINT BEING COMMON WITH THE CORNER OF THE OCIA GANN LAND; THENCE WITH THE SOUTHERLY BOUNDARY OF THE GANN LAND NORTH 81 DEGREES 27 MINUTES EAST A DISTANCE OF 200 FEET TO A POINT; THENCE SOUTH 9 DEGREES 33 MINUTES EAST WITH THE WESTERLY LINE OF THE W.F.BLOODWORTH LAND A DISTANCE OF 250 FEET TO THE NORTHERLY MARGIN OF A 30 FOOT UNNAMED ROAD; THENCE WITH THE NORTHERLY MARGIN OF SAID UNNAMED 30 FOOT ROAD SOUTH 81 DEGREES 25 MINUTES WEST A DISTANCE OF 200 FEET TO THE CENTER OF AN INTERSECTING 30 FOOT UNNAMED ROAD; THENCE ALONG THE CENTER OF SAID INTERSECTING 30 FOOT UNNAMED ROAD NORTH 9 DEGREES 33 MINUTES WEST A DISTANCE OF 246.6 FEET TO THE POINT OF BEGINNING, COMPRISING 1.140 ACRES, MORE OR LESS.

BEING A PART OF THE SAME PROPERTY CONVEYED BY A.M.BURTON, TRUSTEE TO THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, BY DEED RECORDED IN BOOK 895, PAGE 572, SAID REGISTERS OFFICE.

TAXES FOR THE YEAR 1935 ARE TO BE PRO RATED AS OF DATE OF THIS INSTRUMENT. ALL TAXES BECOMING DUE AND PAYABLE THEREAFTER ARE ASSUMED BY AND TO BE PAID BY THE PURCHASER.

THE PURCHASER IS HEREBY GRANTED THE PRIVILEGE OF MAKING ONE, ONE-HALF INCH WATER TAP CONNECTION TO THE WATER LINE OF THE DUPONTONIA WATER COMPANY ADJACENT TO THE ABOVE DESCRIBED PROPERTY AND AGREES TO ACCEPT AND PERMIT THE INSTALLATION OF A STANDARD WATER METER TO BE FURNISHED AND INSTALLED BY THE DUPONTONIA WATER COMPANY AND PAID FOR BY THE PURCHASER. ALL INSTALLATION AND CONNECTION CHARGES OF MAKING THE ONE-HALF INCH CONNECTION AND INSTALLING THE METER IS TO BE BORNE BY AND PAID BY THE PURCHASER, AND THE PURCHASER AGREES FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO PAY THE DUPONTONIA WATER COMPANY, FOR ALL WATER PASSING THROUGH THE METER AT RATES ESTABLISHED BY THE DUPONTONIA WATER COMPANY, ITS SUCCESSORS OR ASSIGNS.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1: THAT ALL BUILDINGS ERECTED ON SAID LAND SHALL BE OF UNIFORM DISTANCE FROM THE PROPERTY LINES, WHICH SHALL IN NO INSTANCE BE NEARER THAN 18 FEET FROM SAID PROPERTY LINES.

2: THAT THE PREMISES AND NO PART THEREOF SHALL BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSON OF AFRICAN BLOOD OR DESCENT, AND THAT NO PERSON OR AFRICAN BLOOD OR DESCENT SHALL OWN OR ACQUIRE TITLE THERETO, EITHER IN FEE OR OTHERWISE, OR AS TENANTS OR LESSEES, BUT

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT J.GIVAN AND WIFE, MARTHA E.GIVAN, THEIR heirs and assigns, forever,

WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES, OUR SUCCESSORS ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said ROBERT J.GIVAN AND WIFE, MARTHA E.GIVAN, THEIR 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 US in hand paid WE, the said ROBERT J.GIVAN AND WIFE, MARTHA E.GIVAN,

do hereby transfer and convey unto SYDNEY F.KEEBLE, , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and that the same is unpaid and owing. Witness my hand this 29 day of June 1935.
Attest: [illegible] DEPUTY REGISTER
By [illegible]