24008 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1006

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED TEN (810) ... DOLLARS

of which TWO HUNDRED TEN (210) DOLLARS has been paid in cash by ALMA C. RHEA, , the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED AND NO/100 (600) DOLLARS

the said ALMA C. RHEA AND HUSBAND E. B. RHEA, HAVE EXECUTED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE SIX HUNDRED (600) DOLLARS ON OR BEFORE THE FIRST DAY OF JUNE 1937 SAIDNOTE BEARING SIX PER CENT INTEREST FROM DATE AND PROVIDING FOR PAYMENT OF ATTORNEY FEES AND TO SECURE THE PAYMENT OF SAID NOTE PRINCIPAL AND INTEREST AND ATTORNEY FEES A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED WE, THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID ALMA C. RHEA HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS;

THE WESTERLY HALF OF LOT 4 SECTION 11 OF THE LIFE & CASUALTY INSURANCE COMPANY'S SUBDIVISION OF DABBS & ELLIOTT PROPERTY RECORDED IN BOOK 843, PAGE 56, REGISTER'S OFFICE OF DAVIDSON COUNTY AND MORE FULLY DESCRIBED AS FOLLOWS:

BACING 175 FEET ON THE SOUTHERLY SIDE OF PITTS AVENUE AND RUNNING BACK BETWEEN PARALLEL LINES TO A DEAD LINE A DISTANCE OF 581.6 FEET MORE OR LESS, AND CONTAINING 2.3385 ACRES MORE OR LESS BEING PART OF THE SAME PROPERTY CONVEYED BY DEED OF A. M. BURTON TRUSTEE TO LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, DATED JANUARY 6, 1932, AND RECORDED IN BOOK 895, PAGE 572 SAID REGISTERS OFFICE.

TAXES FOR THE YEAR 1936 ARE TO BE PRORATED AS OF DATE OF THIS INSTRUMENT.

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 AGREED TO ACCEPT AND PERMIT THE INSTALLATION OF ONE 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 HERSELF HER 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;N

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 DAID PROPERTY LINES.

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

have this day bargained and sold, and do hereby transfer and convey, unto the said heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

2; THAT THE PREMISES AND NO PART THEREOF SHALL BE SOLD ALIENED CONVEYED OR DEVISED TO ANY PERSONA OF AFRICAN BLOOD OR DESCENT AND THAT NO PERSON OF AFRICAN BLOOD OR DESCENT SHALL OWN OR ACQUIRE TITLE THERETO EITHER IN FEE OR OTHERWISE OR AS TENANTS OR LESSEES, BUT 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 HEREAFTER OWN POSSESS OCCUPY AND USE SAID PREMISES OR ANY PART THEREOF OR ANY BUILDING OR STRUCTURE UNDER ANY TENURE WHATSOEVER.

I declare that I am the true and lawful holder of the claim secured by the instrument within mentioned, and hereby acknowledge the satisfaction of the lien to secure thereof and discharge of the lien to secure

day of 1937

REGISTER

By Deputy

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ALMA C. RHEA HER 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 ALMA C. RHEA, HER 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 ALMA C. RHEA AND HUSBAND E. B. RHEA

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.