INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED SEVENTY-FIVE ($475.00) DOLLARS

of which FIFTY ($50.00) DOLLARS has been paid in cash by JOHN AUSTIN MCDOWELL & WIFE, ESTELLE MCDOWELL, the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED TWENTY-FIVE ($425.00) DOLLARS

the said JOHN AUSTIN MCDOWELL & WIFE, ESTELLE MCDOWELL HAVE THIS DAY EXECUTED AND DELIVERED THEIR TWENTY-FOUR (24) PROMISSORY NOTES DATED NOVEMBER 1, 1938, PAYABLE TO THE ORDER OF EDWARD W. BAUMAN AND WIFE, DOROTHY BAUMAN, THE FIRST TWENTY-THREE (23) OF SAID SERIES OF NOTES BEING IN THE AMOUNT OF SEVENTEEN & 70/100 ($17.70) DOLLARS AND THE TWENTY-FOURTH OF SAID SERIES OF NOTES BEING IN THE AMOUNT OF SEVENTEEN & 90/100 ($17.90) DOLLARS, THE FIRST OF SAID SERIES OF NOTES BECOMING DUE AND PAYABLE ON MARCH 1, 1939, AND ONE NOTE BECOMING DUE AND PAYABLE ON THE FIRST OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM NOVEMBER 1, 1938, AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THEPAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED,

WE, EDWARD W. BAUMAN AND WIFE, DOROTHY BAUMAN, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JOHN AUSTIN MCDOWELL & WIFE, ESTELLE MCDOWELL, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT NO. 11 OF BLOCK NO. 3 ON THE PLAN OF FAIRFAX PLACE, AS OF RECORD IN BOOK 547, PAGES 137 AND 138, REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 11 HAS A FRONT FOOTAGE ON BELCOURT AVENUE OF 79.9 FEET ON ORIENT CIRCLE 101.85 FEET AND 157.13 FEET ON THE EASTERLY LINE, BEING THE WESTERLY LINE OF LOT NO. 10 AND THE EASTERLY LINE ON LOT NO. 11, AND MEASURES 60 FEET ON THE SOUTHERLY LINE, RUNNING NORTHWESTERLY 98.23 FEET TO ORIENT CIRCLE.

BEING THE SAME PROPERTY CONVEYED TO EDWARD W. BAUMAN AND WIFE, DOROTHY BAUMAN, AS RECORDED IN BOOK 1045, PAGE 137, R.O.D.C., TENNESSEE.

THE PURCHASERS ASSUME AND AGREE TO PAY CITY AND STATE AND COUNTY TAXES FOR THE YEARS 1937 AND 1938.

The property herein described is conveyed subject to the following stipulations and conditions, which shall be binding upon and be observed by the grantee hereunder, THEIR heirs, successors and assigns until the first day of January, 1945, and it is expressly agreed that all and each of said stipulations shall attach to and run with the land and shall be binding upon all or every person, or persons, or any part thereof, or any building or structure thereon, under any tenure whatever, to-wit:

Said lot is conveyed subject to all zoning laws of the City of Nashville.

FIRST—That no shop, no hospital or asylum, or institution of kindred nature, no apartment house, and no charitable institution shall be erected or maintained on the premises hereby conveyed but said premises shall be occupied and used for residence purposes only and not otherwise.

SECOND—That any dwelling house built upon said lot shall be so constructed that its front line (which means the front line of porch or any projection, not counting steps) shall be reasonably in line with houses adjacent thereto.

THIRD—That no residence shall be constructed on said lot, wholly or partly within less than FIVE feet of the side lines.

FOURTH—That not more than one dwelling shall be erected on said lot and maintained thereon at any one time.

FIFTH—That no residence or dwelling house shall be erected or maintained on said lot costing less than FOUR THOUSAND ($4,000) Dollars for the residence proper, not including outhouses and other improvements.

That any residence or dwelling house constructed on said lot shall be of brick, stucco or stone.

That no nuisance of any kind shall be maintained or allowed thereon, nor any use thereof made or permitted which shall be noxious or dangerous to health.

SIXTH—That neither the premises nor any part thereof of said land shall be sold, aliened, conveyed or devised to any person, or persons, of African blood or descent, and that no person, or persons 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 persons of African blood or descent from living on the said premises in the capacity of servants.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN AUSTIN MCDOWELL AND WIFE, ESTELLE MODOWELL, 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 EXCEPT AS AFORESAID.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN AUSTIN MCDOWELL AND WIFE, ESTELLE MCDOWELL, 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 JOHN AUSTIN MCDOWELL AND WIFE, ESTELLE MCDOWELL, do hereby transfer and convey unto WALTER SCHULZ, 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.