Number 73441 Recorded October 7, 1946

The Layman Foundation -To- Eugene Harris and wife, Phyllis Harris 80

INSTALLMENT DEED

Book No. 1415

FOR AND IN CONSIDERATION of the sum of **Six Hundred Sixty Five and no/100 ($665.00)** DOLLARS

of which **On Hundred and no/100)$100.00)** DOLLARS has been paid in cash by

Eugene Harris and wife Phyllis Harris, the receipt of which is hereby acknowledged, and for the remainder

Five Hundred Sixty Five and no/100 ($565.00) DOLLARS

the said **Eugene Harris and wife, Phyllis Harris have executed one promissory note of even date herewith, for the sum of $565.00, payable to The Layman Foundation, with interest at five per cent per annum, said principal sum and interest to be paid in monthly installments as follows: Beginning on the 15th day of September, 1946, the sum of fifteen and no/100 dollars ($15.00), and a like amount on the 15th day of each month thereafter, said payments to be applied first to payment of interest on the principal sum or so much thereof as from time to time shall remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid. Privilege of paying more than the $15.00 each month is given. Said principal sum being payable on or before due date of payments as herein set out. Said note stipulates for the payment of reasonable attorney's fees, and**

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 12 day of Sept 1949.

Witness: M M^c Linsley DEPUTY REGISTER The Layman Foundation By M. B. Sims Trustee

~~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 fees, a lien is expressly retained on the land herein conveyed **The Layman Foundation, a Tennessee corporation,**

~~has~~ **does** ~~have~~ this day bargained and sold, and ~~do~~ hereby transfer and convey, unto the said **Eugene Harris and wife, Phyllis Harris,**

the 11th Civil District of

their ~~heirs and assigns, certain real estate in Davidson County,~~

Tennessee, as follows:

Being Lot Two (2) in Block "B" on the Unrecorded plan of Homeacres, as subdivided by Blanchard & Parrish, Surveyors.

Said Lot 2 in Block "B" fronts 100 feet on Neeley's Bend Road, its West line measures 275 feet, its rear or south line measures 100 feet, and its east line measures 275 feet.

Said property is conveyed subject to the following restrictions:

1. That no part of said property or improvements thereon shall be sold or leased to any person or persons of African descent;
2. That no alcoholic liquors shall be manufactured or sold on any part of said property or the improvements thereon.
3. No residence shall be built on this property costing less than $3000.00.
4. No building or part thereof shall be built nearer the front line of said lot then 100 feet back from the front line.
5. No garage shall be built on said property and occupied as a permanent residence.
6. No buildings or other improvements of any kind shall be erected on said property to be used otherwise than private dwelling houses.
The above restrictions and covenants shall run with the land and shall be binding upon all subsequent owners and enforceable by the parties hereto and all subsequent owners of said property.

Being part of the property conveyed to The Layman Foundation by deed of Neeley's Bend Health Place of record in Book 772, page 546, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said **Eugene Harris and wife, Phyllis Harris, their** heirs and assigns, forever, **The Layman Foundation covenants and binds itself, that it is** ~~covenant that~~ ~~has~~ lawfully seized and possessed of said real estate in fee simple, ~~has~~ a good right to convey it, and that the same is unencumbered.

It further covenant~~s~~ and bind~~s~~ **its** ~~heirs and~~ representatives, to warrant and forever defend the title to said real estate to said **Eugene Harris and wife Phyllis Harris, their** heirs and assigns, against the lawful claims of all persons.

and assigns

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 matures as hereinafter provided, and for the consideration of One Dollar to **us** in hand paid **we**, the said **Eugene Harris and wife Phyllis Harris**

do hereby transfer and convey unto **Cecil Sims,** , 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.