1851

105695

INSTALLMENT DEED

FROM

Alva Haley McCuistion Et Vir

TO

Charles E. Day Et Ux

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record JUN 19 A.D. 1950
of 1:48 o'clock P. M.
Noted in Book 72 Page 548
Recorded in Book ... Page ...
Recording Fee ... $2.25
JAMES E. WILSON, Register
By J. A. Eakes

TT No.

TENNESSEE TITLE COMPANY
320 Union Street
NASHVILLE, TENNESSEE

[redacted]

For and in Consideration of the sum of ONE THOUSAND AND NO/100 - ($1,000.00) - Dollars,

of which FOUR HUNDRED FIFTY AND NO/100 - - - - - - ($450.00) - - - - - - - - Dollars,

has been paid in cash by Charles E. Day and wife, Mary Etta Day,

the receipt of which is hereby acknowledged, and for the remainder being FIVE HUNDRED FIFTY AND NO/100 - - - - - - - - - - - - - ($550.00) - - - - - - - - - - - - - - - - Dollars,

the said Charles E. Day and wife, Mary Etta Day, have executed and delivered their joint promissory note in said amount payable in monthly installments of $24.39 per month including principal and interest, the first payment being due 30 days from date and another payment on the same day of each succeeding month until said indebtedness with interest has been paid in full, all payments to be applied first to interest on the unpaid balance and the remainder to principal until said indebtedness has been paid in full, said note being of even date herewith and payable to Alva Haley McCuistion and husband, Price T. McCuistion, and extra payments may be made at any time and interest will be charged only on the unpaid balance,

said note bearing six per cent interest from date, and providing for payment of attorney's 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, Alva Haley McCuistion and husband, Price T. McCuistion,

have this day bargained and sold, and do hereby transfer and convey unto the said Charles E. Day and wife, Mary Etta Day, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 34 on the map of Haley's Subdivision of part of Block 5 in G. T. Sheegog's Addition, as of record in Book 547, page 155, Register's Office for said County.

Said Lot No. 34 fronts 100 feet on the northwesterly side of River Drive and runs back 164 feet 8 inches on the northeasterly line and 168 feet 4 inches on the southwesterly line to a dead line, measuring 100 feet thereon.

Being part of the property conveyed to J. A. Haley and wife, Alice C. Haley, and Y. W. Haley and wife, Lera H. Haley, by deed from G. T. Sheegog, of record in book 658, page 39, said Register's Office, the said Alice C. Haley having since died, and Y. W. Haley and wife having conveyed their undivided interest to the said J. A. Haley (now deceased) by deed of record in Book 1132, page 637, said Register's Office.

And for the consideration aforesaid, it is agreed that said land is conveyed subject to the following restrictions which shall run with said land until May 17th, 1961, to-wit:

1. That said land shall be used for residence purpose only, and no residence shall be erected on said land costing less than $2,500.00.
2. That no person of African blood or descent shall acquire title to said land in fee or as leasee or otherwise, but this covenant does not preclude or prohibit persons of African blood or descent from living on said property in the capacity of servants of the owners thereof.
3. No swine or other nuisance shall be kept or maintained on the premises.
4. No building, or any part thereof shall be erected, kept or maintained, within 50 feet of the front line of the lot herein conveyed.

FULL RELEASE

12 April 1951

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