2100

For and in Consideration of the sum of

Two Thousand ($2,000.00) and no/100 - Dollars,

of which Four Hundred ($400.00) and no/100 - - - - - - - - - - - - - - - - - Dollars,

has been paid in cash by George G. Payne, Jr. and wife, Helen Nelson Payne

the receipt of which is hereby acknowledged, and for the remainder

One Thousand Six Hundred ($1,600.00) and no/100 - - - - - - - - - - - - - - Dollars,

the said George G. Payne, Jr. and wife, Helen Nelson Payne ha ve

executed their one joint promissory note, bearing even date herewith, for $1600.00, payable in four annual installments of $400.00 each, beginning on or before October 21, 1953, with interest at the rate of 5% per annum and said note is payable to the order of H. G. Hill Realty Company,

~~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. H. G. HILL REALTY COMPANY, a corporation organized and existing under the laws of the State of Tennessee, with its principal office at Nashville,

has

~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said

George G. Payne, Jr. and wife, Helen Nelson Payne, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 23 on the Plan of Hillwood Estates, Section One, as of record in book 1835, page 117, Register's Office for said County.
Said lot No. 23 fronts 149 feet on the southeasterly side of Vine Ridge Drive and runs back 267.9 feet on the northeasterly line and 270.6 feet on the southwesterly line, to a dead line, measuring 149 feet thereon.
Being part of the property conveyed to H. G. Hill Realty Company by deed from H. G. Hill and wife, of record in book 731, page 542, said Register's Office.

This conveyance is made subject to utility easement, building setback line and conditions of owners certificate, as shown on plan in book 1835, page 117, said Register's Office.

The land herein conveyed is sold and conveyed subject to the following covenants and restrictions which are hereby agreed and declared to be and constitute covenants running with the land, binding on the Grantee and the heirs, successors or assigns of Grantee for a period of twenty-five years from and after December 31, 1950, to-wit:

1. Said land shall be used for residential purposes only; and only one house is to be erected or constructed on said land above described, and no outhouse or outhouses are to be erected or constructed on said above described property, other than a garage, which shall be in strict harmony with the residence built on said lot. No building or buildings shall be nearer than 20 feet to the side lines, or rear line of the lot, and said garage shall in no event be in front of the building line established for residences, as hereinabove set out; the doors of garage shall not face upon Vine Ridge Drive.

2. A one story residence shall contain not less than 1600 square feet on first floor plus an attached garage of not less than 400 square feet of area. A one story residence shall contain not less than 1700 square feet on first floor plus an attached garage of not less than 200 square feet of area. A one story residence with basement garage shall contain not less than 1800 square feet of area, exclusive of basement and attic area. A two story residence with basement garage shall contain not less than 1600 square feet of area on first floor and 300 square feet of area on second floor exclusive of basement and attic area. No apartment house, duplex, or other multiple dwelling house or boarding house nor any commercial enterprise, shall be constructed, operated or maintained on the above described land.

3. All buildings erected on said land must follow a distinctive design, the garage must harmonize with the residence. Plans and specifications and location plot plans must be submitted to and approved by Grantor, its successors, or assigns, prior to commencement of excavation or construction on said land. No building shall be constructed or maintained on said land unless plans and specifications and plot plans have been submitted and approved as aforesaid and unless construction of said building has been prosecuted and completed in strict accord with the approved plans and specifications. All construction work must be prosecuted with all due diligence and no incompleted structures shall be permitted to exist nor shall same be maintained upon said land for a period longer than ninety (90) days after cessation of actual construction work thereon in manner and by the customary number of workmen usually employed in constructing houses in Hillwood Estates Subdivision.

FULL RELEASE

18 Oct 1954

J.B. Wilson

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