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For and in Consideration of the sum of ---------- ($3000.00) ----------

---------- THREE THOUSAND AND NO/100 ---------- Dollars,

of which ---------- ONE THOUSAND AND NO/100 ---------- Dollars,

has been paid in cash by Stanford Miller,

the receipt of which is hereby acknowledged, and for the remainder ----- ($2000.00) -----

---------- TWO THOUSAND AND NO/100 ---------- Dollars,

the said Stanford Miller, ha s executed one Installment Note dated October 28, 1953, in the sum of TWO THOUSAND AND NO/100 ($2000.00) DOLLARS, payable THREE HUNDRED FIFTY AND NO/100 ($350.00) DOLLARS semi-annually, beginning on the 28th day of April, 1954, and a like sum on the 28th day of each October and April thereafter, the final installment in the sum of TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS, unless sooner paid, shall mature on the 28th day of October, 1956. Said note bears interest from date at the rate of five per cent (5%) per annum on the principal sum or the unpaid balance thereof remaining from time to time unpaid and shall be payable simultaneously with the principal installments as they respectively mature,

[redacted], 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, Suburban Properties, Inc., has this day bargained and sold, and do es hereby transfer and convey unto the said Stanford Miller, single, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 11th Civil District of Davidson County, Tennessee, being Parcel "A" on the Plan of Rosewood Heights, Section III, as of record in Book 2133, page 61, Register's Office for said County, and described as follows:

Beginning at a point at the southeast corner of Lot 90 on said plan, being 403.2 feet east of the east margin of Mitchell Road; thence northerly, along the rear line of Lots 76 to 90, inclusive, as follows: 508.7 feet to a point; 137.3 feet to a point at the northeast corner of Lot 84; westerly 20 feet to a point at the southeast corner of Lot 83; northerly 200.4 feet to a point in the rear line of Lot 81; northwesterly 307.1 feet to a point in the rear line of Lot 78, and northerly 160.6 feet to the common corner of Lots 76 and 77, and continuing northerly with the line of Lot 76, 10 feet to a point at the southwest corner of Lot 121; thence easterly, along the southerly line of Lots 121 and 122, 328.7 feet to a point at the southeast corner of Lot 122, in the west line of a right-of-way; thence northerly, along the easterly line of Lot 122, and along the said right-of-way, 215 feet to the beginning of a curve; thence along said curve, northwesterly 39.3 feet to the south margin of Rosebank Avenue; thence with the margin of said Avenue, easterly 80 feet to a point at a concrete monument in the northerly line of Lot 123; thence with the line of Lot 123, southwesterly, along a curve 39.3 feet to a point, in the east line of said right-of-way; thence southerly with the line of said right-of-way and the line of Lot 123, 215 feet to a point; thence easterly along the south line of Lots 123 and 124, 204.5 feet to a point; thence south 1° 27' west 683.6 feet; thence south 2° 15' west 493 feet to a 30-inch elm tree; thence north 85° 22' west 130.4 feet to the beginning, containing 7.3 acres, more or less.

Being part of the property conveyed to Suburban Properties, Inc., by deed from Mary Gasser Rohrbach, et al, of record in Book 2137, page 300, said Register's Office.

This conveyance is made subject to the following restrictions:

1. No noxious, offensive, or unlawful trade shall be carried on upon the property herein conveyed, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
2. No swine, chickens, poultry, domestic fowls, etc., shall be maintained upon the property herein conveyed. However, dogs or cats as household pets may be kept on the premises, provided they are not kept, bred, or maintained for any commercial purposes.
3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
4. No dwelling shall be permitted in the tract unless the ground floor shall contain a minimum of 1000 square feet, excluding garages, porches, terraces, etc., except that 900 square feet minimum is permissible where there is an attached garage.
5. All construction in the tract must be placed on solid masonry foundations.
6. A perpetual easement is reserved along the boundaries of the tract, as shown on the recorded plan, of record in Book 2133, page 61, Register's Office for Davidson County, Tennessee.

This conveyance is made subject, also, to the plan of record in Book 2133, page 61, which shows a 10-foot easement for public utilities along the entire northerly, easterly and southerly lines, and along the northerly part of the westerly line, where the same adjoins Lots 76 to 83, inclusive, and an easement for a drain along a part of the westerly line.

FULL RELEASE

29 Oct 1956

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