K 2280

Dollars,

(($800.00)) Dollars,

Andrew E. Price and wife, Ann M. Price

the receipt of which is hereby acknowledged, and for the remainder One Thousand Two Hundred

(($1,200.00)) Dollars,

the said Andrew E. Price and wife, Ann M. Price have

executed and delivered their joint promissory note of even date with this deed, payable to the order of Alleen P. Gardner and Howard Gardner in said principal sum of $1,200.00, bearing interest from date at the rate of six per centum per annum, said principal and interest shall be payable in monthly installments as follows: $ payments to be applied first to interest on the unpaid balance and then to principal; the first installment to be due and payable June 29th, and subsequent installments to be due and payable on the same day of each month thereafter until the principal and interest is paid in full.

Privilege is reserved of paying any number of said monthly payments or this note may be paid in full on any paying date. Said note

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, We, Alleen P. Gardner and husband, Howard Gardner

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

* * * * ANDREW E. PRICE AND WIFE, ANN M. PRICE * * * their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Land in the 7th, formerly the 11th Civil District of said County, described according to a survey made by Stephen A. Draper, Surveyor, May 17, 1954 as follows:

Beginning at a point in the center of Oman Memorial Drive 465 feet easterly from the intersection of the center line of said Drive and the center line of Granny White Pike; thence north 10° 31' east 305.9 feet to an iron pin, said point being also 460.4 feet easterly from the center line of Granny White Pike; thence north 68° 35' east 288.6 feet; thence south 11° 58' east 345.6 feet to the center line of said Oman Memorial Drive; thence with the center of seid Drive, south 78° 82' west 165 feet and continuing on with same, south 79° 29' west 35 feet to the beginning, containing 1.33 acres, more or less.

Being part of the property conveyed to Alleen P. Gardner by deed from Maurice E. Mattingly and wife, of record in Book 2196, page 279, said Register's Office.

It is hereby agreed that as a part of the consideration for this conveyance the above described property shall be restricted as follows:

1: The said property is to be used for residential purposes only, and the residences to be erected thereon shall be confined to one or two family dwellings.

2: No more than one residence shall be erected on the tract herein conveyed.

3: The residence and garage erected shall be of standard brick or stone-veneer construction.

4: The first floor area of a single family residence erected on said tract shall contain a minimum of 1200 square feet, the floor area of a single one-story two-family residence erected shall contain a minimum of 1600 square feet. The first floor area of a two-story, two family residence erected on said tract shall contain a minimum of 1000 square feet. In all cases the minimum area required may include a one-car attached garage.

5: No building shall be erected for temporary living purposes.

6: The above restrictions shall constitute a covenant running with the land above described, and shall be binding upon the grantees, their heirs and assigns until January 1, 1975. The right to enforce these restrictive covenants, shall run with the ownership of any other tracts in the Gardner Heirs Farm, of which this tract is a part.

FULL RELEASE

27 May 1955

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