K 2701

INSTALLMENT DEED

For and in Consideration of the sum of ($475.00)

Four Hundred Seventy-Five and No/100 - - - - - - - - - - - - - - Dollars,

of which ($75.00) Seventy-Five and No/100 - - - - - - - - - - - - - Dollars,

has been paid in cash by Thomas Eugene Brown and wife, Patricia Brown

the receipt of which is hereby acknowledged, and for the remainder ($400.00)

Four Hundred and No/100 - Dollars,

the said Thomas Eugene Brown and wife, Patricia Brown have

executed their Installment Deed Note dated October 14, 1957, payable to Homeland, Inc., in monthly installments of $15.00 each, which includes principal and interest at rate of 6% per annum. The first payment being due November 14, 1957, and another on the same day of each month thereafter until said principal and interest are paid in full.

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, Homeland, Incorporated, a Corporation organized and existing under the laws of the State of Tennessee,

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas Eugene Brown and wife, Patricia Brown, their heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 6 of Block "DD" on the Revised Map of Fairview Subdivision, as of record in Book 1130, page 54, Register's Office for Davidson County, Tennessee.

Said Lot No. 6 fronts 75.13 feet on the westerly side of Cedar Circle and runs back 184.3 feet on the southerly line, and 191 feet on the northerly line to a dead line, measuring 75.37 feet thereon.

Being part of the real property conveyed to Homeland, Inc., by deed from W. Raymond Denney, Trustee, dated December 15, 1944, filed January 2, 1945, and recorded in book 1255, page 453, Register's Office for Davidson County, Tennessee.

This property is sold and conveyed subject to the following restrictions:

No dwelling house shall be constructed on lots fronting on Highway 112, herein at a cost of less than $3,000.00; on all other lots the cost shall not be less than $2,000.00

No dwelling house shall be erected on lots fronting on Highway 112, herein, within 70 feet of the westerly margin or line of State Highway No. 112. On all other lots, no dwelling shall be erected within fifty feet of the front lot line.

The foregoing stipulations, covenants and conditions are and shall be binding and obligatory upon and shall be observed by the said grantees, their heirs, devisees or assigns until the first day of January, 1965. And it is expressly agreed that all and every of said stipulations, covenants, and conditions attach to and run with the land and shall be binding and obligatory upon all and every person who now or thereafter own, possess, occupy and use said premises or any part thereof or any building or structure thereon under any tenure whatsoever.

24 Aug 1960

PG 393