K 3371

INSTALLMENT DEED

For and in Consideration of the sum of One Thousand Five Hundred Ninety Five and no/100 - - - - -($1595.00) - - - - - - - - - - - - - - - - - - Dollars, of which Three Hundred and no/100 - - - - -($300.00) - - - - - - - - - Dollars, has been paid in cash by George D. Riddle and wife Carol M. Riddle the receipt of which is hereby acknowledged, and for the remainder One Thousand Two Hundred Ninety Five and no/100 - - - - -($1295.00) - - - - - - - - - - - - - Dollars, the said George D. Riddle and wife Carol M. Riddle have executed their joint and several promissory note, of even date herewith, payable to the order of Ray Rottero and Mozelle Rottero, in equal monthly installments of $40.00 each, plus interest at the rate of 5% per annum. The first payment is due May 9, 1962 and subsequent installments are due on the same day of each succeeding month until said note is paid in full.

~~all of said notes bearing the 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, we Ray Rottero and wife Mozelle Rottero

have this day bargained and sold, and do hereby transfer and convey unto the said George D. Riddle and wife Carol M. Riddle, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th, formerly the 24th, Civil District of Davidson County Tennessee, described according to a survey made by C. J. Carney, Surveyor, on October 3, 1959 as follows:

LAND designated on said survey as Lot No. 4, lying on the south side of Graves Point Road, beginning at a point in the center of said road, the northeast corner of the property conveyed to George Putnam and wife by deed of record in Book 3370, page 562; thence along the center of said road, South 61° 45' East 163 feet to a point; thence South 3° West 412 feet to a point in the line of John Aita; thence North 88° West 185 feet to a point, George Putnam's southeast corner; thence with Putnam's east line North 8° East 485 feet to the point of beginning, containing 1.73 acres, more or less.

BEING part of the same property conveyed to Ray Rottero and wife Mozelle Rottero, by deed from William Luke Bennett et ux. of record in Book 3101, page 199, Register's office for Davidson County, Tennessee.

The following restrictive covenants shall be covenants running with the land and shall remain in full force and effect and be binding upon the Grantees, their heirs, assigns, successors and representatives until January 1, 1970.

1. The property shall be used for residential purposes only.

2. All improvements erected on said property shall set back from Graves Point Road a distance of not less than 100 feet.

3. No improvements shall be erected upon the property unless they contain at least 1100 square feet of space, exclusive of porches and breeze-ways, and exterior construction shall be brick or its equivalent as to cost and appearance.

4. All improvements shall be so located as to maintain side yards of not less than 15 feet from the side property lines.

5. Nothing of an offensive nature or emitting noxious odors shall be allowed on said premises.

The Grantees are given the following option: if water is not located on said property at a depth of at least 200 feet, then the Grantees may elect to deed said property back to the Grantors, free and clear of all liens and encumbrances, and be entitled to a refund of the purchase money.

May 1964

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