BK 3647

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97334

INSTALLMENT DEED

FROM Elmo Phillips et ux.

TO J. Douglas Branham et ux.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record 15 day
of NOV A.D. 1963
at 3:30 o'clock P M
Noted in Book 1127 Page 186
Recorded in Book Page
Recording Fee $ 2.50

Register
Deputy Reg.

Compliments of
Guaranty Title Company
A Division of
City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

Installment Deed

FOR AND IN CONSIDERATION of the sum of Three Thousand and no/100 ---------- ($3,000.00) ---------- *Dollars,*

of which Five Hundred and no/100 ---------- ($500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Two Thousand Five Hundred and no/100 ---------- ($2,500.00) ---------- *Dollars,*

J. Douglas Branham and wife, Dorothy R. Branham *have executed*

their joint promissory note of even date herewith payable to the order of Elmo Phillips and wife, Myrtle Baars Phillips, in monthly installments of $75.00 each with the first installment falling due one month from date and the others monthly thereafter until said note is paid in full, plus interest at the rate of 6% per annum; said installments to be applied first to interest and remainder to principal,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, Elmo Phillips and wife, Myrtle Baars Phillips,

have this day bargained and sold, and do hereby transfer and convey unto the said J. Douglas Branham and wife, Dorothy R. Branham, their *(successors), heirs and assigns,*

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

Land in the 6th Civil District of said County and State, described according to a copy of a survey made August 13, 1962, by Steve Draper, Surveyor, as follows: Beginning at a point in the south margin of Old Hickory Boulevard, 1133.45 feet east from the northwest corner of the Elmo Phillips Farm; thence along the margin of Old Hickory Boulevard, south 81° east 130 feet to a point; thence leaving said Boulevard, south 9° west 210.7 feet to a point; thence south 85° 06' west 130.3 feet to a point; thence north 9° east 220 feet to the point of beginning. Being part of the real property conveyed to Elmo Phillips and wife, Myrtle Baars Phillips, by deed from J. P. Dolan and wife, of record in book 1312, page 223, Register's Office for said County.

The above described property is conveyed subject to the following restrictions:
1. No building shall be erected containing less than 1,400 sq. ft. of liveable floor space exclusive of porches and garages.
2. No building shall be erected unless it is attached to the house and constructed of the same material.
3. The residence erected on said lot shall be brick to grade.
4. No building shall be erected closer than 75 feet from Old Hickory Boulevard and 20 feet from the side lines and 35 feet from the rear line.

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