WHEREAS THE SAID TRUST DEED PROVIDED IN ITS FACE THAT IN THE EVENT ANY OF SAID NOTES AND TAXES WERE NOT PAID WHEN DUE THE UNDERSIGNED, J. C, CARTWRIGHT, TRUSTEE, WAS AUTHORIZED AND EMPOWERED UPON GIVING THIRTY DAYS NOTICE BY FOUR PUBLICATIONS IN, SOME NEWSPAPER PUBLISHED IN DAVIDSON COUNTY, TENNESSEE, TO SELL THE SAID PROPERTY AT THE COURTHOUSE DOOR TO THE HIGHEST BIDDERFOR CASH, FREEE FROM THE EQUITY OF REDEMPTION, HOMESTEAD DOWER AND ALL OTHER EXEMPTIONS, OF EVERY KIND, AND MAKE A DEED TO THE PURCHASER, AND

WHEREAS THE SAID BALANCE IN THE SUM OF $1258.79 AND SAID $1000 NOTE AND INTEREST THEREON ALL BEING PAST DUE AND UNPAID, NOW, I. J. C. CARTWRIGHT, TRUSTEE, HAVE ADVERTISED THE SAID PROPERTY FOR SAID IN THE NASHVILLE TENNESSEAN, GIVING THE TIME, PLACE AND TERMS OF SALE, AS PROVIDED IN THE SAID TRUST DEED, AND DID AT THE SOUTH DOOR OF THE COURTHOUSE AT NASHVILLE, TENNESSEE, AT 12 O'CLOCK, NOON, TUESDAY, NOVEMBER 7TH, 1922, OFFER THE SAID PROPERTY FOR SALE UPON THE TERMS SET OUT IN SAID TRUST DEED, WHEN THE SAME WAS SOLD TO DELTA TODD AND WIFE, MAL TODD, FOR THE SUM OF TWENTY-FOUR HUNDRED ($2400.00) DOLLARS, CASH, THEY BEING THE HIGHEST AND BEST BIDDERS.

NOW IN CONSIDERATION OF THE SAID $2400.00 PAID BY THE SAID DELTA TODD AND MAL TODD, AND BY VIRTUE OF THE AUTHORITY VESTED IN ME BY SAID TRUST DEED, I, J. C. CARTWRIGHT, TRUSTEE, HEREBY SELL, TRANSFER AND CONVEY TO THE SAID DELTA TODD AND WIFE, MAL TODD, THEIR HEIRS AND ASSIGNS THE ABOVE DESCRIBED REAL ESTATE,

TO HAVE AND TO HOLD THE SAID PROPERTY WITH ALL THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING TO THE SAID DELTA TODD AND WIFE, MAL TODD, THEIR HEIRS AND ASSIGNS, FOREVER.

AND I, J. C. CARTWRIGHT, TRUSTEE, HEREBY CONVEY THE ABOVE DESCRIBED PROPERTY TO THE SAID DELTA TODD AND WIFE, MAL TODD, AS TRUSTEE AND NOT OTHERWISE.

WITNESS MY HAND THIS 7TH DAY OF NOVEMBER, 1922.

J. C. CARTWRIGHT, TRUSTEE.

STATE OF TENNESSEE
DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, E. B. RUCKER, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STAT E THE WITHIN NAMED J. C. CARTWRIGHT TRUSTEE, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT AS TRUSTEE HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE THIS 7TH DAY OF NOVEMBER, 1922.

USRS. 2.50 (SEAL) E. B. RUCKER, NOTARY PUBLIC.

RECEIVED NOV. 8, 1922 AT 2:32 P. M.

NUMBER 41942 RECORDED NOV. 15, 1922.

ARTHUR CROWNOVER, ET AL

VS.

SCHOOL BOARD.

FOR AND IN CONSIDERATION OF THE SUM OF FORTY-TWO HUNDRED ($4200.00), DOLLARS, CASH IN HAND PAID TO US BY THE BOARD OF EDUCATION OF DAVIDSON COUNTY, TENNESSEE, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, ARTHUR CROWNOVER AND WIFE, EMMA SIMS CROWNOVER, HAVE BARGAINED AND SOLD AND BY THESE PRESENTS TRANSFER AND CONVEY UNTO THE BOARD OF EDUCATION OF DAVIDSON COUNTY, TENNESSEE, A CERTAIN TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN THE EIGHTH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND MORE P

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE JERE BAXTER SCHOOL LOT, RUNNING THENCE NORTH 64½° WEST ALONG THE NORTHERLY MARGIN OF A 70 FEET AVENUE, (WHICH HAS BEEN DEDICATED TO THE PUBLIC) 300 FEET TO A STAKE; THENCE NORTH 10° EAST 275 FEET TO A STAKE; THENCE SOUTH 68½° EAST 270 FEET, MORE OR LESS, TO THE WEST BOUNDARY LINE OF THE DRANE PROPERTY; THENCE SOUTH 3¾° WEST WITH THE SAID LINE OF THE DRANE PROPERTY, 275 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID JERE BAXTER SCHOOL LOT; THENCE SOUTH 16¾° WEST WITH THE SAID SCHOOL LOT, 206.5 FEET TO THE POINT OF BEGINNING.

BEING PARTS OF LOST NOS. 1, 2, AND 3 ON AN UNRECORDED PLAN OF A SUBDIVISION MADE BY THE SAID ARTHUR CROWNOVER OF THE PROPERTY CONVEYED TO HIM BY I. WALTON CUNNINGHAM AND WIFE, BY DEED DATED FEBRUARY 19, 1920, RECORDED IN BOOK 548, PAGE 347 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD THE AFORESAID PREMISES, TOGETHER WITH ALL THE RIGHTS, MEMBERS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANY WISE APPERTAINING, UNTO THE SAID BOARD OF EDUCATION OF DAVIDSON COUNTY, ITS SUCCESSORS AND ASSIGNS, FOREVER.

AND WE, THE SAID ARTHUR CROWNOVER AND WIFE, EMMA SIMS CROWNOVER, DO COVENANT WITH THE SAID BOARD OF EDUCATION OF DAVIDSON COUNTY, THAT WE ARE LAWFULLY SEIZED AND POSSESSED OF SAID PREMISES IN FEE SIMPLE, THAT WE HAVE A GOOD RIGHT TO CONVEY THE SAME AND THAT THE SAME IS UNENCUMBERED.

AND WE DO FURTHER COVENANT AND BIND OURSELVES, OUR HEIRS AND PERSONAL REPRESENTATIVES TO WARRANT AND FOREVER DEFEND THE TITLE OF SAID LAND TO THE SAID BOARD OF EDUCATION OF DAVIDSON COUNTY, ITS SUCCESSORS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

AS A FURTHER CONSIDERATION FOR THE TRANSFER OF THIS PROPERTY TO THE BOARD OF EDUCATION OF DAVIDSON COUNTY BY THE SAID ARTHUR CROWNOVER AND WIFE, EMMA SIMS CROWNOVER, THE SAID BOARD OF EDUCATION OF DAVIDSON COUNTY, HEREBY EXPRESSLY COVENANTS FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, TO AND WITH THE SAID ARTHUR CROWNOVER AND WIFE, EMMA SIMS CROWNOVER, THEIR SUCCESSORS AND ASSIGNS, AS FOLLOWS:

FIRST: THAT THE SAID PROPERTY HEREBY CONVEYED TO THE BOARD OF EDUCATION SHALL NOT BE USED FOR THE PURPOSE OF SELLING ANY KIND OR SORT OF DRINKS, BEVERAGES, OR LIQUORS, WHETHER THE SAME BE INTOXICATING OR OTHERWISE, NOR FOR THE ERECTION, ESTABLISHMENT, MAINTENANCE OR CONDUCT OF ANY LIQUOR SALOON, SHOP, (EXCEPT SHOPS CONNECTED WITH THE SCHOOL FOR MANUAL TRAINING) STORE, FACTORY, RESTURANT, LUNCH STAND, (EXCEPT LUNCH ROOM FOR THE SCHOOL CHILDREN AND TEACHERS FOR THE BENEFIT OF THE SCHOOL), AUTOMOBILE STORAGE OR REPAIR GARAGE, LIVERY STABLE, OR BUSINESS OR INDUSTRIAL INSTITUTION OF ANY KIND, NOR FOR THE ERECTION, ESTABLISHMENT, OCCUPLATION OR MAINTENANCE OF ANY CEMETERY, HOSPITAL, ASYLUM, PEST HOUSE, CHARITABLE INSTITUTION OR INSTITUTION OF LIKE CHARACTER, EXCEPTING SCHOOLS OR INSTITUTIONS OF LEARNING UNLESS THE WRITTEN CONSENT OF THE SAID ARTHUR CROWNOVER SHALL FIRST BE HAD AND OBTAINED, IT BEING THE PURPOSE OF THE GRANTOR, WHICH IS ASSENTED TO BY THE PURCHASER, THAT THESE PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE OR SCHOOL PURPOSES EXCLUSIVELY.

SECOND: THAT THE GRANTEE, HIS SUCCESSORS AND ASSIGNS, WILL NOT SELL, CONVEY, ALIEN OR LEASE THE SAID PROPERTY OR ANY PART THEREOF TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, BUT THIS SHALL NOT BE CONSTRUED TO PREVENT THE OCCUPANCY OF SERVANTS' HOUSES BY THE SERVANTS OF THE OWNER OR OWNERS, BUT IN THAT CAPACITY ONLY.