

187½ FEET ON THE EAST LINE, AND 188½ FEET ON THE WEST LINE TO A DEAD LINE, AND SHOWS 100 FEET ON SAID DEAD LINE.

SAID LOT NO 32 FRONTS 75 FEET ON THE NORTHERLY SIDE OF OBSERVATORY DRIVE, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE.

SAID LOT NO 61 FRONTS 100 FEET ON THE NORTHERLY SIDE OF BURTON AVENUE AND RUNS BACK BETWEEN LINES 162½ FEET TO A DEAD LINE, AND SHOWS 27 FEET ON SAID DEAD LINE.

SAID LOT NO 62 FRONTS 138 FEET ON THE NORTHEASTERLY SIDE OF BURTON AVENUE, WHERE SAID AVENUE INTERSECTS OBSERVATORY DRIVE AND RUNS BACK BETWEEN LINES, 162½ FEET TO A POINT.

SAID LOT NO 63 FRONTS 138 FEET ON THE EASTERLY SIDE OF OBSERVATORY DRIVE, AND RUNS BACK BETWEEN LINES 162½ FEET TO A POINT.

SAID LOT NO 64 FRONTS 138 FEET ON THE SOUTHEASTERLY SIDE OF OBSERVATORY DRIVE AND RUNS BACK BETWEEN LINES 162½ FEET TO A POINT.

SAID LOT NO 66 FRONTS 100 FEET ON THE SOUTHERLY SIDE OF OBSERVATORY DRIVE, AND RUNS BACK BETWEEN PARALLEL LINES 162½ FEET TO A DEAD LINE, BEING A PART OF THE SAME PROPERTY CONVEYED TO AMERICAN TRUST COMPANY TRUSTEE, BY SAID DEED OF DAVID LIPSCOMB COLLEGE OF RECORD IN BOOK NO 700 PAGE 428 R.O.D.C. TENNESSEE.,

PURCHASER ASSUMES AND AGREES TO PAY 1927 TAXES.

THE GRANTEE ALSO GIVEN THE RIGHT TO TAP ANY WATER MAIN FURNISHING A WATER SUPPLY FOR SAID PROPERTY ABOVE DESCRIBED, SAID TAP BEING LIMITED TO A 2 INCH CONNECTION.

IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1ST, NO NUISANCE WILL BE MAINTAINED OR ALLOWED TO BE MAINTAINED BY THE GRANTEE ON SAID PROPERTY.

2ND, NO SWINE WILL BE ALLOWED TO BE KEPT ON SAID PROPERTY.

3RD, SAID PROPERTY IS TO BE USED SOLELY FOR RESIDENTIAL PURPOSES AND ONLY ONE RESIDENCE SHALL BE ERECTED ON ANY SINGLE LOT, AND NO RESIDENCE OR OTHER BUILDING SHALL BE ERECTED OR PERMITTED, WHOLLY OR PARTLY WITHIN FORTY (40) FEET OF THE STREET ON WHICH THE LOT FRONTS; AND NO RESIDENCE WILL BE ERECTED ON SAID LOT NO 32 \$5,000.00 AND LOTS NOS 61,62, 63,64,66 & 10/27,500.00 WHICH COST LESS THAN

4TH NEITHER SAID PROPERTY NOR ANY PART THEREOF SHALL BE ALIENED OR CONVEYED TO PERSONS OF AFRICAN BLOOD OR DESCENT AND NO PERSON OF AFRICAN BLOOD OR DESCENT SHALL BE PERMITTED TO OWN OR OCCUPY THE PREMISES EXCEPT IN THE CAPACITY OF SERVANTS.

5TH, NO WATER PIPES OF ANY DESCRIPTION SHALL BE RUN THROUGH OR INTO THIS PROPERTY EXCEPT FOR THE SOLE PURPOSE OF SUPPLYING THE DWELLING TO BE BUILT ON SAME AND THE NECESSARY OUTBUILDINGS UNLESS THE WRITTEN PERMISSION, OF JOHN CALHOUN OR HIS LAWFUL REPRESENTATIVE SHALL HAVE FIRST BEEN GIVEN, ACKNOWLEDGED AND RECORDED IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE.,

THE ABOVE RESTRICTIONS COVENANTS AND CONDITIONS ARE AND SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE GRANTEE HIS HEIRS AND ASSIGNS, UNTIL JANUARY, 1 1960.

TO HAVE AND TO HOLD SAID TRACT OR PARCEL OF LAND WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING TO THE AFORESAID GRANTEE HIS HEIRS AND ASSIGNS, FOREVER, IN FEE SIMPLE.

AND THE SAID AMERICAN TRUST COMPANY TRUSTEE, PURSUANT TO THE AUTHORITY IN IT VESTED BY THE CONVEYANCE TO IT, FOR AND ON BEHALF OF THE DAVID LIPSCOMB COLLEGE COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED OF SAID LAND AS TRUSTEE, HAS A GOOD RIGHT TO CONVEY IT, AND THE SAME IS UNENCUMBERED; AND DOES FURTHER COVENANT AND BIND THE SAID DAVID LIPSCOMB COLLEGE ITS SUCCESSORS AND ASSIGNS, TO WARRANT AND FOREVER DEFEND THE TITLE TO THE SAID LAND TO THE SAID JOHN CALHOUN, HIS HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

THE COVENANTS AND WARRANTIES HEREIN CONTAINED ARE IN NO WISE BINDING ON SAID AMERICAN

TRUST COMPANY EITHER AS A CORPORATION OR IN ITS CAPACITY AS TRUSTEE, BUT SOLELY ON THE WITHIN NAMED DAVID LIPSCOMB COLLEGE, THE SAID AMERICAN, TRUST COMPANY, TRUSTEE, TRANSFER AND ASSIGNS, TO THE GRANTEE HEREIN NAMED, THE BENEFIT OF ALL COVENANTS AND WARRANTIES IN THE DEED TO IT CONTAINED.

IN WITNESS WHEREOF WE, THE SAID AMERICAN TRUST COMPANY, TRUSTEE HEREUNTO SET OUR HANDS AT NASHVILLE, TENNESSEE, THIS THE 20TH DAY OF JANUARY, 1927.

(SEAL) AMERICAN TRUST COMPANY, TRUSTEE,
BY, V. I. WITHERSPOON, VICE PRESIDENT

ATTEST: J. M. WEST, SECRETARY,
STATE OF TENNESSEE,
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, ALBERT ROBERTS JR., A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, V. I. WITHERSPOON, AND J. M. WEST WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND SECRETARY RESPECTIVELY OF THE AMERICAN TRUST COMPANY THE BARGAINOR, A CORPORATION AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION AS TRUSTEE FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION AS SUCH TRUSTEE BY THE SAID V. I. WITHERSPOON AS SUCH VICE PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING THE SAME BY THE SAID J. M. WEST, AS SUCH SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 1ST DAY OF FEBRUARY 1927.

(SEAL) ALBERT ROBERTS JR., NOTARY PUBLIC

MY COM. EX. JAN 5, 1931

REC'D FEB 2, 1927 AT 1:18 P. M.

NUMBER 99459 RECORDED FEB 17, 1927

AMERICAN TRUST COMPANY TRUSTEE
TO

BOOK 1090 NO 623

W.L. COOK

THIS DEED OF CONVEYANCE MADE AND ENTERED INTO THIS 12TH DAY OF JANUARY, 1927. BY AND BETWEEN AMERICAN TRUST COMPANY, TRUSTEE, (UNDER AND BY VIRTUE OF THE POWER AND AUTHORITY CONTAINED IN DEED FROM DAVID LIPSCOMB COLLEGE TO IT OF RECORD IN BOOK NO. 700, PAGE 428, R.O.D.C., TENNESSEE), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, PARTY OF THE FIRST PART, AND W.L. COOK, OF NASHVILLE, TENNESSEE, PARTY OF THE SECOND PART,

WITNESSETH: THAT PARTY OF THE FIRST PART FOR AND IN CONSIDERATION OF THE SUM OF NINE HUNDRED (\$900.00) AND NO/100 DOLLARS, OF WHICH AMOUNT ONE HUNDRED EIGHTY (\$180.00) AND NO/100 DOLLARS HAS BEEN PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID SECOND PARTY HAS EXECUTED TO SAID FIRST PARTY FORTY PROMISSORY NOTES OF EVEN DATE HEREWITH, EACH FOR EIGHTEEN (\$18.00) AND NO/100 DOLLARS, DUE MONTHLY, BEGINNING FEBRUARY 12, 1927 BEARING SIX (6) PER CENT INTEREST PER ANNUM FROM DATE, AND PROVIDING FOR THE PAYMENT OF ATTORNEY'S FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST AND ATTORNEY'S FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, DOES HEREBY SELL AND CONVEY UNTO THE PART OF THE SECOND PART, W.L. COOK, HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEING LOT NO. 23 ON THE PLAN OF GREEN HILLS SUBDIVISION, AS OF RECORD IN BOOK NO. 547, PAGE 129, REGISTER'S OFFICE FOR SAID COUNTY.
SAID LOT NO. 23 FRONTS 75 FEET ON THE SOUTHERLY SIDE OF OBSERVATORY DRIVE, AND RUNS BACK, BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE.
BEING A PART OF THE SAME PROPERTY CONVEYED TO AMERICAN TRUST COMPANY, TRUSTEE, BY SAID DEED OF DAVID LIPSCOMB COLLEGE OF RECORD IN BOOK NO. 700, PAGE 428, R.O.D.C. TENNESSEE.
PURCHASER ASSUMES AND AGREES TO PAY TAXES FOR THE YEAR 1927.

W. L. Cook
 The undersigned, having been paid in full by the lawful owner and holder thereof, hereby release the lien retained upon the within described property, held to secure the payment of said note. This day of Feb 1927.
 Attest: J. M. West Deputy Register
 BOOK 1090 NO 623
 BOOK NO. 1090 NO. 623
 R.O.D.C. TENN.