

5 DAY OF JANUARY, 1927. MY COMMISSION EXPIRES ON THE 27 DAY OF APRIL, 1927.

(SEAL) ROBERT H. VAUGHN, NOTARY PUBLIC.

MY COMMISSION EXPIRES APR. 27, 1927.

RECEIVED APRIL 1ST 1927, AT 10:27 AM. (GG)

NUMBER 11619. RECORDED APRIL 11, 1927.

AMERICAN TRUST COMPANY, TRUSTEE,
TO DEED,
SAM H. VAUGHAN AND WIFE, FRANCES VAUGHAN.

THIS DEED OF CONVEYANCE MADE AND ENTERED INTO THIS 30 DAY OF MARCH 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 SAM H. VAUGHAN AND WIFE, FRANCES VAUGHAN, OF NASHVILLE, TENNESSEE, PARTY OF THE SECOND PART, WITNESSETH: THAT PARTY OF THE FIRST PART FOR AND IN CONSIDERATION OF THE SUM OF ELEVEN HUNDRED FIFTY (\$1150.00) AND NO/100 DOLLARS, OF WHICH AMOUNT TWO HUNDRED SEVENTY-FIVE (\$275.00) AND TWO/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 THREE PROMISSORY NOTES OF EVEN DATE HEREWITH, EACH FOR TWO HUNDRED NINETY-ONE AND 66/100 (\$291.66) DOLLARS, DUE ON OR BEFORE ONE, TWO, AND THREE YEARS AFTER DATE, BEARING SIX (6) PER CENT. INTEREST PER ANNUM FROM DATE, PAYABLE SEMI-ANNUALLY, 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 PARTY OF THE SECOND PART, SAM H. VAUGHAN AND WIFE, FRANCES VAUGHAN, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: LOT NO. 50 ON THE PLAN OF GREEN HILLS SUBDIVISION; AS OF RECORD IN BOOK 547, PAGE 128, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 50 FRONTS 100 FEET ON THE SOUTHERLY SIDE OF RESERVATORY 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 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 3/4 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 ERRECTED ON ANY SINGLE LOT, AND NO RESIDENCE OR OTHER BUILDING SHALL BE ERRECTED OR PERMITTED, WHOLLY OR PARTLY, WITHIN FORTY (40) FEET OF THE STREET ON WHICH THE LOT FRONTS; AND NO RESIDENCE WILL BE ERRECTED ON SAID PROPERTY WHICH COSTS LESS THAN \$7500.00. 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

The entire debt secured hereon having been paid in full to the lawful owner and holder thereof, I hereby release the lien on the within described property, legal to secure the payment of said debt, this 1st day of April, 1927.

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 REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. THE ABOVE RESTRICTIONS, COVENANTS, AND CONDITIONS ARE AND SHALL BE COVENANTS WITH THE LAND AND SHALL BE BINDING UPON THE GRANTEE, THEIR 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, THEIR 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 SAM H. VAUGHAN AND WIFE, FRANCES VAUGHAN, THEIR 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, TRANSFERS AND ASSIGNS TO THE GRANTEE HEREIN NAMED, THE BENEFIT OF ALL COVENANTS AND WARRANTIES IN THE DEED TO IT CONTAINED. AND NOW, FOR THE PURPOSE OF BETTER AND MORE EFFECTUALLY SECURING THE PAYMENT OF SAID LIEN NOTES, AND RENDERING UNNECESSARY COURT PROCEEDINGS FOR THE ENFORCEMENT OF SAID LIEN IN THE EVENT OF THE NON-PAYMENT OF SAID NOTES, AS THEY MATURE, AS HEREINAFTER PROVIDED, AND FOR THE CONSIDERATION OF ONE DOLLAR, TO US IN HAND PAID, WE, THE SAID SAM H. VAUGHAN AND WIFE, FRANCES VAUGHAN, DO HEREBY TRANSFER AND CONVEY UNTO GEORGE H. ARMISTEAD, JR., TRUSTEE, HIS SUCCESSORS AND ASSIGNS, THE REAL ESTATE HEREIN BEFORE DESCRIBED, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, FOR THE PURPOSES AFORESAID, ONLY. THE SAID _____ DO HEREBY AGREE TO KEEP ALL BUILDINGS NOW ON, OR TO BE HEREAFTER ERRECTED ON SAID PROPERTY, INSURED IN SOME RELIABLE FIRE INSURANCE COMPANY OR COMPANIES FOR AT LEAST THE SUM OF \$ _____ UNTIL THE NOTES HEREIN SECURED ARE FULLY PAID, AND TO HAVE THE LOSS, IF ANY, MADE PAYABLE ON THE POLICY OR POLICIES TO SAID TRUSTEE FOR THE BENEFIT OF THE LAWFUL OWNER AND HOLDER OF SAID NOTES, AS HIS INTEREST MAY APPEAR. WE FURTHER AGREE TO KEEP THE IMPROVEMENTS ON SAID PROPERTY IN GOOD REPAIR AND PRESERVATION, AND TO PAY ALL TAXES AND ASSESSMENTS THEREON, AND TO PAY THEM WHEN DUE; AND IN CASE WE FAIL TO DO EITHER, THEN THE SAID TRUSTEE, OR THE LAWFUL OWNER AND HOLDER OF SAID NOTES, OR ANY OF THEM, MAY DO ANY OR ALL OF THESE THINGS, AND CHARGE AND TREAT THE SUM OR SUMS SO EXPENDED AS PART OF THE INDEBTEDNESS SECURED THEREIN, THE SAME TO BEAR INTEREST FROM THE DATE OF SUCH PAYMENT. NOW, IF WE, THE SAID SAM H. VAUGHAN AND WIFE, FRANCES VAUGHAN, SHALL PAY THE NOTES AFORESAID WHEN DUE, ACCORDING TO THEIR TERMS, AND PAY TAXES, KEEP UP REPAIRS, AND KEEP SAID PREMISES INSURED, AS AFORESAID, THEN THIS TRUST CONVEYANCE SHALL BE OF NO FURTHER FORCE OR EFFECT. BUT IF WE FAIL TO PAY ANY ONE OF SAID NOTES OR PART THEREOF, PROMPTLY AT MATURITY OR IF, FAILING TO PAY TAXES, KEEP UP REPAIRS,