NUMBER 18638 RECORDED APRIL 29, 1927 COMMERCE UNION BK TR. TO ESTELLE LEGLER BENZ.

This deed of conveyance made and entered into this 8TH day of APRIL, 1927 by and between COMMERCE UNION BANK, Trustee, (under and by virtue of the power and authority contained in deed from Goodloe Cockrill and wife, Mamie H. Cockrill, to it of record in Book No. 739, page 295, R. O. D. C., Tennessee), a corporation organized and existing under the laws of the State of Tennessee, party of the first part, and

ESTELLE LEGLER BENZ

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 FIFTY ($950.00) AND NO/100 DOLLARS, of which amount TWO HUNDRED NINETY ($290.00) 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 $16.00 EXCEPT THE LAST ONE WHICH IS FOR $36.00 DOLLARS, due MONTHLY, BEGINNING MAY 8, 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 party of the second part, ESTELLE LEGLER BENZ, HER heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

LOT NO 9 ON THE PLAN OF GREEN HILLS SUBDIVISION NO 2, AS OF RECORD IN BOOK 547 PAGE 139 REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO 9 FRONTS 75 FEET ON THE NORTHERLY SIDE OF GREEN HILLS AVENUE AND RUNS BACK BETWEEN PARALLEL LINES, 150 FEET TO A DEAD LINE.

Filed for record the 8th day of April 1927 at 10 o'clock A.M. Camp Napier Register By W. D. Gossett D.R.

Entered April 6th 1927 Camp Napier Register By W. D. Gossett D.R.

Note: Note is to be paid in 40 months.

being a part of the same property conveyed to COMMERCE UNION BANK, Trustee, by said deed of Goodloe Cockrill and wife, Mamie H. Cockrill, of record in Book No. 739, page 295, R. O. D. C., Tennessee.

The grantee/ is 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 erected on any lot, and no residence or other building shall be erected or permitted, wholly or partly, within thirty-five (35) feet of the street on which the lot fronts; and no residence will be erected on said property which costs less than $5000.00

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 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.

6th. All outbuildings on corner lots shall be built on the inside and back lines of said property.

The above restrictions, covenants and conditions are and shall be covenants running with the land and shall be binding upon the grantee, HER, 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, HER, heirs and assigns, forever, in fee simple.

And the said COMMERCE UNION BANK, Trustee, pursuant to the authority in it vested by the conveyance to it, for and on behalf of Goodloe Cockrill and wife, Mamie H. Cockrill, covenants that it is lawfully seised 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 Goodloe Cockrill and wife, Mamie H. Cockrill, their heirs and assigns, to warrant and forever defend the title to the said land to the said ESTELLE LEGLER BENZ, HER heirs and assigns, against the lawful claims of all persons whomsoever.

The covenants and warranties herein contained are in no wise binding on said COMMERCE UNION BANK, either as a corporation or in its capacity as Trustee, but solely on the within named Goodloe Cockrill and wife, Mamie H. Cockrill. The said COMMERCE UNION BANK, 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 ESTELLE LEGLER BENZ AND HUSBAND C R BENZ do hereby transfer and convey unto CHARLES G BLACKARD, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

WE, the said ESTELLE LEGLER BENZ AND HUSBAND, do hereby agree to keep all buildings now on, or to be hereafter erected 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 ESTELLE LEGER BENZ AND HUSBAND C. R. BENZ 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, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the South door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor, in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. WE agree that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property and shall only account for the net rents actually received by him. WE further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him, by the Trustee of a deed for said property, and all persons holding under the said GRANTEE, shall be and become the tenants at will of the purchaser. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien, as herein provided, also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to ESTELLE LEGLER BENZ AND HUSBAND C R BENZ, THEIR representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to CHARLES G BLACKARD, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said COMMERCE UNION BANK, Trustee, and ESTELLE LEGLER BENZ AND HUSBAND C R BENZ have hereunto set our hands at NASHVILLE, Tennessee, this the 8TH day of APRIL, 1927.

(SEAL) COMMERCE UNION BANK, Trustee,

By CHAS F LOVELL, Vice-president.

Attest: GEO W BATES, Chief Cashier.

ESTELLE LEGLER BENZ

C R BENZ

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, MAX BENZ JR., a Notary Public in and for said County and State, the within named ESTELLE LEGLER BENZ AND HUSBAND C R BENZ, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ESTELLE LEGLER BENZ, WIFE of the said C R BENZ, having appeared before me, privately and apart from HER husband, the said ESTELLE LEGLER BENZ acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

WITNESS my hand and official seal at NASHVILLE, Tennessee, this 23RD day of APRIL, 1927 (SEAL) MAX BENZ, JR., Notary Public.

My Commission Expires: JAN 10, 1931

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, C E PEARSON, a Notary Public in and for the State and County aforesaid, Charles F. Lovell and George W. Bates, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the Vice-President and Chief Cashier, respectively, of the Commerce Union Bank, the bargainor, a corporation, and that they as such Vice-President and Chief Cashier, being authorized so to do, 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 Charles F. Lovell, as Vice-President, and by affixing its corporate seal and attesting same by the said George W. Bates, as Chief Cashier.

Witness my hand and official seal at Nashville, Tennessee, this 27 day of APRIL, 1927

(SEAL) C E PEARSON

My Commission Expires OCT. 1, 1927 Notary Public.