

This deed of conveyance made and entered into this 5 day of OCTOBER 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, Maudie M. Cockrill, 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

MALL LAURIE CALHOUN AND WIFE, MARY ETIAH CALHOUN

of Nashville, Tennessee, party of the second part,

WITNESSETH: That party of the first part for and in consideration of the sum of FOUR HUNDRED (\$400.00) AND NO/100 DOLLARS,

do hereby sell and convey unto the party of the second part, MALL LAURIE CALHOUN AND WIFE, MARY ETIAH CALHOUN, THEIR heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

BEING LOT NO. 1 ON THE PLAN OF GREEN HILLS SUBDIVISION AS OF RECORD IN BOOK 547, PAGE 128, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 1 FRONTS 100 FEET ON THE NORTHERLY SIDE OF OBSERVATORY DRIVE AND RUNS BACK 189 FEET 6 INCHES ON THE EASTERLY LINE AND 188 FEET ON THE WESTERLY LINE, TO A DEAD LINE AND SHOWS 100 FEET ON SAID DEAD LINE.

AMERICAN TRUST COMPANY, Trustee, by said deed of Goodloe Cockrill and wife, Maudie M. Cockrill, to it of record in Book No. 700, page 428, R. O. D. C., Tennessee.

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 2/4 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 single lot, and no residence or other building shall be erected, 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 \$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 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, 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 COMMERCE UNION BANK, Trustee, by said deed of Goodloe Cockrill and wife, Maudie M. Cockrill, 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 Goodloe Cockrill and wife, Maudie M. Cockrill, their heirs and assigns, to warrant and forever defend the title to the said DAVID LIPSCOMB COLLEGE, MALL LAURIE CALHOUN AND WIFE, MARY ETIAH CALHOUN, 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 COMMERCE UNION BANK, Trustee, as a corporation or in its capacity as Trustee, but solely on the within named Goodloe Cockrill and wife, Maudie M. Cockrill. The said COMMERCE UNION BANK, Trustee, transfers and assigns to the grantee, MALL LAURIE CALHOUN AND WIFE, MARY ETIAH CALHOUN, the above covenants and warranties in the deed 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 the said

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DAVID LIPSCOMB COLLEGE, MALL LAURIE CALHOUN AND WIFE, MARY ETIAH CALHOUN, THEIR heirs and assigns, forever, in fee simple.

AMERICAN TRUST COMPANY, Trustee, by said deed of Goodloe Cockrill and wife, Maudie M. Cockrill, to it of record in Book No. 700, page 428, R. O. D. C., Tennessee.

DAVID LIPSCOMB COLLEGE, MALL LAURIE CALHOUN AND WIFE, MARY ETIAH CALHOUN, THEIR heirs and assigns, forever, in fee simple.

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DAVID LIPSCOMB COLLEGE, MALL LAURIE CALHOUN AND WIFE, MARY ETIAH CALHOUN, THEIR heirs and assigns, forever, in fee simple.

do hereby transfer and convey unto the said Trustee, his successors and assigns, the real estate heretofore described, with the appurtenances, estate, title and interest therein, including, for the purposes aforesaid, only

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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, to his interest may appear.

do hereby 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 of failure 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 that 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 the said Trustee, his successors and assigns, 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. 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.

It is further agreed 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 Trustee 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 the said Trustee, his successors 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 trust 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 said 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.

AMERICAN TRUST COMPANY, Trustee, by said deed of Goodloe Cockrill and wife, Maudie M. Cockrill, to it of record in Book No. 700, page 428, R. O. D. C., Tennessee.

DAVID LIPSCOMB COLLEGE, MALL LAURIE CALHOUN AND WIFE, MARY ETIAH CALHOUN, THEIR heirs and assigns, forever, in fee simple.

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