

This deed of conveyance made and entered into this 29th day of JULY 1959 by and between COMMERCE UNION BANK, Trustee, (under and by virtue of the power and authority contained in deed from CHAS. 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

J. E. MOSS 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 TWENTY FIVE AND NO/100 (\$425.00) DOLLARS, OF WHICH AMOUNT SEVENTY AND 83/100 (\$70.83) 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 FOUR (4) promissory notes of even date herewith, each for SEVENTY AND 83/100 (\$70.83) DOLLARS, due SIX TWELVE EIGHTEEN AND TWENTY FOUR MONTHS FROM DATE RESPECTIVELY

PAYABLE SEMI ANNUALLY bearing (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,

J. E. MOSS HIS heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: BEING LOT NO 48 ON THE PLAN OF SECTION 2, GREEN HILLS SUBDIVISION AS OF RECORD IN BOOK NO 547, PAGE 126, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE. SAID LOT NO 48 FRONTS 100 FEET ON THE SOUTHERLY SIDE OF OBSERVATORY DRIVE AND RUNS BACK 150 FEET ON THE EASTERLY LINE AND 153 FEET ON THE WESTERLY LINE TO A DEAD LINE AND MEASURES 65 FEET THEREON.

The entire debt secured herein having been paid in full to said lawful owner and holder, therefore, hereby release the lien on the within described property, and secure the payment of said debt. This deed is dated the 29th day of July, 1959. J. E. MOSS, J. E. MOSS, AMERICAN TRUST CO. ASST. TR.

AMERICAN TRUST COMPANY DAVID LIPSCOMB COLLEGE Using a part of the same property conveyed to COMMERCE UNION BANK, Trustee, by said deed 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 THREE FOURTHS 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 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, 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 COMMERCE UNION BANK, Trustee, pursuant to the authority in it vested by the conveyance to it, for and on behalf of Goodrich Calhoun, Trustee, 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 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 the said

AMERICAN TRUST COMPANY DAVID LIPSCOMB COLLEGE The covenants and warranties herein contained are in no wise binding on said COMMERCE UNION BANK, Trustee, and said DAVID LIPSCOMB COLLEGE, as a corporation or in its capacity as Trustee, but solely on the within named COMMERCE UNION BANK, Trustee, and said DAVID LIPSCOMB COLLEGE. 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

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

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 recited are fully paid, and to have the sum, 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 it or they may appear.

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 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 the said 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 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, 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 due and unpaid, all remaining unpaid notes shall be some 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.

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. 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 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

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

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

IN WITNESS WHEREOF, we, the said COMMERCE UNION BANK, Trustee, and

have hereunto set our hands at NASHVILLE, Tennessee, this the 29th day of JULY, 1959. COMMERCE UNION BANK, Trustee, (SEAL) AMERICAN TRUST COMPANY TRUSTEE By Y. I. W. THERSPOON Vice-president. Attest: K. H. DODSON SECRETARY

STATE OF TENNESSEE, COUNTY OF DAVIDSON. Personally appeared before me,

a Notary Public in and for said County and State, the within named

the bargainer, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

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

WITNESS my hand and official seal at Tennessee, this day of 192

My Commission Expires Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON. Personally appeared before me, BERTHA HANBY, a Notary Public in and for the State and County aforesaid, Charles F. ... with whom I am personally acquainted, and who upon oath acknowledged themselves to be the Vice-President and Chief Clerk of the Commerce Union Bank, the bargainer, a corporation, and that they as such Vice-President and Chief Clerk, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained, by signing the name of the corporation as such Trustee by the said Vice-President, and by affixing its corporate seal and sitting same by the said Commerce Union Bank, Trustee, J. E. MOSS AS VICE SECRETARY

Witness my hand and official seal at Nashville, Tennessee, this day of 1959.

My Commission Expires JANUARY 5 1960 (SEAL) BERTHA HANBY Notary Public.