

OF HARVARD OR WILSON AVENUE AND RUNS BACK 230 FEET ON THE NORTHERLY LINE AND 244.5 FEET ON THE SOUTHERLY LINE TO AN ALLEY, AND SHOWS 50 FEET ON SAID ALLEY, BEING THE SAME PROPERTY CONVEYED TO THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, BY JOS. R. WEST CLERK & MASTER, BY DEED DATED AUGUST 12, 1926, AND RECORDED IN BOOK 668 PAGE 59 R.O.D.C. TENN.

TO HAVE AND TO HOLD THE ABOVE GRANTED PREMISES UNTO THE SAID W. ROGAN MORRISO/AND G. P. BLAIR THEIR HEIRS AND ASSIGNS, IN FEE SIMPLE, FOREVER, IN WITNESS WHEREOF, THE SAIDEQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 6TH DAY OF JANUARY, 1927.

P. E. CRAWFORD (SEAL) EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, C J M BY LEON O. FISHER, SECOND VICE PRESIDENT,

ATTEST: A. E. TUCK ASSISTANT SECRETARY,

STATE OF NEW YORK COUNTY OF NEW YORK

BEFORE ME, CHARLOTTE E. CAMILL A NOTARY PUBLIC IN AND FOR THE SAID STATE AND COUNTY PERSONALLY APPEARED LEON O. FISHER, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE THE SECOND VICE PRESIDENT OF THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, THE WITHIN NAMED BARGAINOR, A CORPORATION AND THAT HE AS SUCH SECOND VICE PRESIDENT BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS SECOND VICE PRESIDENT ATTESTED BY A. E. TUCK AS ASSISTANT SECRETARY, AND CAUSED THE CORPORATE SEAL OF THE CORPORATION TO BE AFFIXED THERETO.

WITNESS MY HAND AND SEAL OF OFFICE IN THE CITY, COUNTY AND STATE OF NEW YORK, AFORESAID, THIS 6TH DAY OF JANUARY, 1927.

(SEAL) CHARLOTTE E. CAMILL NOTARY PUBLIC, NEW YORK CO. N. Y. CO. CLK'S NO 557 REG NO 7025A COMMISSION EXPIRES MARCH 30, 1927

MY COMMISSION EXPIRES

REC'D JAN 11, 1927 AT 11:30 A. M.

NUMBER 98642. RECORDED JAN. 18TH 1927.

AMERICAN TRUST COMPANY, TRUSTEE, TO DEED, MILDRED MOORE MILAM.

THIS DEED OF CONVEYANCE MADE AND ENTERED INTO THIS 15TH DAY OF DECEMBER, 1926, 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 MILDRED MOORE MILAM AND HUSBAND, JOHN S. MILAM 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 THIRTY (\$230.00) 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 TWENTY THREE (\$23.00) AND NO/100 DOLLARS, DUE MONTHLY, BEGINNING JANUARY 15, 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, MILDRED MOORE MILAM, HER HEIRS AND ASSIGNS, A CERTAIN

Vertical text and signature on the right side of page 500.

TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: LOT NO. 4 ON THE PLAN OF GREEN HILLS SUBDIVISION, AS OF RECORD IN BOOK 547, PAGE 128, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 4 FRONTS 100 FEET ON THE NORTHERLY SIDE OF OBSERVATORY DRIVE AND RUNS BACK 190 FEET ON THE EAST LINE AND 245 FEET ON THE WEST LINE TO A DEAD LINE, WHICH IS THE NORTH LINE OF THE GREEN HILLS SUBDIVISION, AND MEASURES 182 FEET ON SAID 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. 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 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. 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 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 MILDRED MOORE MILAM, 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 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 HERINAFTER PROVIDED, AND FOR THE CONSIDERATION OF ONE DOLLAR, TO US IN HAND PAID, WE, THE SAID MILDRED MOORE MILAM AND HUSBAND, JOHN S. MILAM, 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. WE, THE SAID MILDRED MOORE MILAM AND HUSBAND,