

PLAT 1, COVENANT 4: THE RACIAL COVENANT IN THE GREEN HILLS DEEDS

VERSION 1.0 · 2026-06-11 · ALEX PEMBERTON
 COMPANION TO "VENEERS OF HISTORY IN GREEN HILLS EAST", NASHVILLE SCENE

FINDING

The MHZC's Short History cites the minimum construction cost covenant in the Green Hills originating deeds and omits the racial covenant on the same page — a restriction barring ownership or occupancy by persons of African blood or descent until 1960, except in the capacity of servants.

SUPPORTS IN THE ARTICLE

- *the omitted Covenant 4, quoted in full*
- *persons of African blood or descent ... except in the capacity of servants*
- *the covenant ran with the land until January 1, 1960*

ABSTRACT

The MHZC's "Short History of Historic Green Hills," produced to support the proposed conservation overlay, cites the minimum construction cost covenant in the Plan of Green Hills originating deeds and omits the racial covenant on the same page. The two restrictions are consecutive in one instrument. The racial covenant barred ownership or occupancy by persons of African blood or descent until 1960, with one exception: such persons could be present in the capacity of servants. That exception — the only form of Black presence the deed admitted — defines the social order the instrument assumed, separating who may own the subdivision from who may work in it. A Nashville college, conveying its land through a trustee, wrote the covenant into the title chain, where it ran with every Plat 1 lot for thirty-three years. For the legal history and the cases that ended enforcement, see [Racial Covenants and Shelley v. Kraemer](#).

METHODOLOGY

The covenant text is read from the deed, not from a database. The clause was confirmed by direct image inspection of the recorded page at Book 770, pages 41–42 (Plat 1) and page 568 (Plat 2), Davidson County Register of Deeds. The deed images were enlarged at 400 and 600 dpi for legibility at the line, and every quoted word was matched against those enlargements of the recorded page.

The Holt Bean deed (Book 919, p. 110), which carries the Plat 1 covenants by reference, was pulled from the [Davidson County Register of Deeds portal](#); the instrument is dated May 23, 1927. The MHZC's handling of the deed restrictions — the minimum-cost clause cited, the racial clause on

the same page not — is documented through the “Short History of Historic Green Hills” as presented at the Dec. 17, 2025 MHZC public hearing (agenda item 13, PermitID 20250100809).

SOURCES

Primary documents

- Davidson County Register of Deeds, [Book 770, pp. 41–42](#). Plat 1 covenants, Plan of Green Hills. Grantor: American Trust Company, Trustee under power from David Lipscomb College. Executed 1927. Contains the racial covenant (Covenant 4) verbatim.
- Davidson County Register of Deeds, [Book 770, p. 568](#). Plat 2 covenants, Plan of Green Hills. Identical racial covenant clause.
- Davidson County Register of Deeds, Book 919, p. 110. Deed from T. J. Haile Jr. and wife to Holt and Salome Bean. Executed May 23, 1927; recorded November 13, 1933. Covenants incorporated by reference from Plat 1. Portal: [Davidson County Register of Deeds, Deed Book 919, p. 110](#)
- [A Short History of Historic Green Hills East](#), MHZC. Submitted in support of proposed Green Hills East Neighborhood Conservation Zoning Overlay, BL2025-1175 and BL2025-1176. Presented Dec. 17, 2025 MHZC public hearing.
- [MHZC Dec. 17, 2025 Final Agenda, Item 13 \(PermitID 20250100809\)](#)

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 OF 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, HIS HEIRS AND ASSIGNS, UNTIL JANUARY 1, 1960.

TO HAVE AND TO HOLD SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATES, TITLE AND INTEREST THERE TO BELONGING TO THE AFORESAID GRANTEE, HIS 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 R. E. HAYNES, HIS 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 R. E. HAYNES AND WIFE, EMMA W. HAYNES DO TRANSFER AND CONVEY UNTO GEORGE H. ARMISTEAD, JR., TRUSTEE, HIS SUCCESSORS AND ASSIGNS, THE REAL ESTATE HEREBEFORE DESCRIBED, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERE TO BELONGING, FOR THE PURPOSE AFORESAID, ONLY.

WE, THE SAID R. E. HAYNES AND WIFE EMMA W. HAYNES 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 R. E. HAYNES AND WIFE, EMMA W. HAYNES, 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 HEREBY 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 THIRTY 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 HEREBY 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 HEREBY 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 HEREBY AUTHORIZED.
 - 4TH. THE RESIDUE, IF ANY WILL BE PAID TO R. E. HAYNES AND WIFE, EMMA W. HAYNES, 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 TRUSTE MAY BE REQUIRED, THE

Davidson County Register of Deeds, Book 770, p. 42 - the recorded Plat 1 covenants for the Plan of Green Hills. Covenant 4 is the racial restriction.

FINDINGS

THE COVENANT IS AT BOOK 770, PAGES 41-42

Covenant 4 of the Plat 1 restrictions reads: "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." Those are the words on the recorded page.

THE SAME CLAUSE RUNS AT BOOK 770, PAGE 568, FOR PLAT 2

The restriction governed both recorded plats of the Plan of Green Hills as the subdivision was laid out in 1927, reaching the full lot count across the subdivision.

THE GRANTOR WAS A COLLEGE

David Lipscomb College held the land and disposed of it through American Trust Company as Trustee, the trust's authority established by the underlying deed of trust at [Book 700, page 428](#); American Trust executed the individual lot deeds. The institution that wrote the racial restriction into the title chain was a Nashville school.

THE COVENANT RAN WITH THE LAND UNTIL JANUARY 1, 1960

The termination date is stated in the deed itself. For thirty-three years it passed with every conveyance and bound each successive owner; it did not lapse with the original parties. A buyer in 1955 took the lot subject to it as surely as a buyer in 1927.

THE MINIMUM-COST CLAUSE AND THE RACIAL CLAUSE SIT ON THE SAME PAGE

The MHZC's *Short History* reports the first and passes over the second. The two are consecutive restrictions in one instrument, governing one tract under one deed — and the history sourced its cost figure to the *Tennessean*, never citing the deed where the racial clause sits beside it (see [The Sources of the Short History](#)). Reading the instrument behind the figure would have put the racial covenant directly in front of the author.

THE “SERVANTS” EXCEPTION DEFINES WHO COULD BE PRESENT, AND HOW

The clause permits one form of Black presence, occupancy as a servant, and forbids every other. The deed separates who may own the subdivision from who may work in it, and draws that line deliberately. Black residents were admitted as labor and barred as owners.

THE ENCUMBRANCE REACHED THE ORDINARY BUYER

Holt Bean took his lot on May 23, 1927, weeks after the subdivision's opening sales campaign, on a deed from the Model Home's builder (Book 919, p. 110) that pulls in the Plat 1 restrictions by reference. His deed was typical. The author's chain-of-title dataset for the subdivision, built from the 1927 originating deeds recorded with the Davidson County Register of Deeds, shows the covenant carried inline or by cross-reference across the lots. The restriction was the rule of the place.

Whether anyone tried to enforce Covenant 4 against a named buyer during its 1927–1959 run, and how a Davidson County Chancery court would have ruled after *Shelley* (1948), is a question of legal history (see [Racial Covenants and Shelley v. Kraemer](#)).

BIBLIOGRAPHY

Davidson County Register of Deeds. Book 770, pp. 41–42. Plan of Green Hills, Plat 1 Covenants. Davidson County, Tennessee, 1927.

Davidson County Register of Deeds. Book 770, p. 568. Plan of Green Hills, Plat 2 Covenants. Davidson County, Tennessee, 1927.

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Metropolitan Historic Zoning Commission. [A Short History of Historic Green Hills East](#). Nashville, TN: Metro Nashville Planning Department, 2025. Submitted in support of BL2025–1175.

Metropolitan Historic Zoning Commission. [Final Agenda, December 17, 2025](#). Nashville, TN: Metro Nashville, 2025.

SUGGESTED CITATION

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