without confulsion or restraint from her said husband, and for the purposes therein expressed. Witness my hand, at office, this 28th day of Feby, 1882. R. R. Caldwell, Notary Public.

State of Tennessee, } C. H. Eastman, Clerk of the County Court
Davidson County. } of said County, do hereby certify that R. R. Caldwell whose genuine signature appears to the attached certificate of acknowledgement is now, and was, at the time of signing the same, an acting Notary Public in and for said County, duly elected, commissioned and qualified as such, and his official acts are therefore entitled to full faith and credit. Witness, my hand, at office in Nashville, this 1st day of March, 1882. C. H. Eastman, Clerk.

(Recd March 4. 1882, at 8:28, A.M.)

Registered March 8. 1882.

H. G. Diatikar to Trust Work End Building & Saving Association.

This indenture, Witnesseth, that H. G. Diatikar and wife, Barbara Diatikar, in consideration of Five dollars to them in hand paid, and for the further consideration hereinafter mentioned, do hereby convey to the Work End Building and Saving Association of Nashville, a corporation duly incorporated under the laws of the State of Tennessee, its successors and assigns, forever, the following described real estate, situated in the County of Davidson, and State aforesaid to-wit: Lots Nos 233 & 234, in Ewing & Witmore's Plan fronting thirty-two and one half feet each on the East side of Franklin Pike, and running back one hundred and thirty feet to an alley, in parallel lines, being the same property conveyed to H. G. Diatikar by Frank P. Elliott by deed dated 4th day of Sept 1879, registered in book No 63, pages 166 & 167, Register's Office, to which reference is hereby made for further description and title. We do hereby further convey and relinquish to the conveyee all our right under the Homestead Exemption Laws of the State of Tennessee in the above described premises, together with all the privileges and appurtenances thereto belonging. To have and to hold the same to the said Work End Building and Saving Association, its successors and assigns forever. We hereby covenant with said conveyees, its successors and assigns, that we are lawfully seized of said real estate, have a good right to convey it, that it is unencumbered, and that we will forever warrant and defend the title to the same against all legal claims whatsoever. But the condition of this deed is such, that whereas, the said Henry G. Diatikar, who is a member of the said Association, and has received Four hundred dollars, in advance from it, being the full value of two shares of stock, second series, held by him in said Association, and for which said H. G. Diatikar has this day executed his note for like sum to the said Association, bearing six per centum interest, payable in monthly installments according to the tenor of

2 Lots, 32½ ft each, on the East side of Franklin Pike in Ewing & Witmore's Plan.

We declare that we are the lawful owners of the above described property, and that the same has been fully paid for, and that the same is free from all liens or claim or claims whatsoever. We will warrant and defend the title to the said property against the lawful claims of all persons whomsoever.

Witness our hands and seals this 28th day of Feb 1882.

H. G. Diatikar
B. Diatikar

State of Tennessee } ss
Davidson County }

Personally appeared before me, R. R. Caldwell, Notary Public of said County, H. G. Diatikar and B. Diatikar, the within named bargainers, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein expressed. And B. Diatikar, wife of the said H. G. Diatikar, having personally appeared before me privately and apart from her husband the said B. Diatikar acknowledged the execution of said deed to have been done by her freely, voluntarily & understandingly

this deed. And if the said H. G. Diatikar shall pay or cause to be paid to the said Work End Building and Saving Association, its successors and assigns, the said sum of Four hundred dollars, in monthly installments of Four Dollars each on said two shares of stock and interest thereon, at the rate of six per centum, as provided in said installments of two dollars, making a total of six dollars due and payable, without demand, the first on the third Saturday of each and every month, and all fines and penalties assessed against them by said Association, until said shares shall have been fully paid, and shall cease to be productive; and shall pay all taxes and assessments, fire insurance, & upon the premises herein conveyed, and keep the same fully insured for the benefit of said Association, and comply & conform to all the requirements of the charter, by-laws and by-laws of said Association, then these presents shall be void, but if he, the said H. G. Diatikar should fail to pay on or before any of said payments for six months after the same shall become due, then the said Association, by its Treasurer, upon giving twenty days notice by posting advertisements in a newspaper published at Nashville, is hereby authorized and empowered to sell said property at public sale, to the highest bidder, for cash, and said Treasurer, for the purpose aforesaid, is hereby fully empowered to make a deed to the same to the purchaser, the equity of redemption being hereby expressly waived. The proceeds of sale to be applied, first to the payment of the necessary expenses of this trust, including the expenses of any litigation incurred in protecting or enforcing same, secondly to the payment of the said Association's debt of Four Hundred Dollars, together with all interest, fines, & assessments and charges due on same, less the amount of all dues and interest actually paid on said sum. The balance, if any, the said will pay over to the said H. G. Diatikar, on delivery to him of the said H. G. Diatikar and B. Diatikar set their hands, this 28th day of Feb. 1882.

H. G. Diatikar
B. Diatikar

State of Tennessee } ss
Davidson County }

Personally appeared before me, R. R. Caldwell, Notary Public of said County, H. G. Diatikar and B. Diatikar, the within named bargainers, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein expressed. And B. Diatikar, wife of the said H. G. Diatikar, having personally appeared before me privately and apart from her husband the said B. Diatikar acknowledged the execution of said deed to have been done by her freely, voluntarily & understand-