road or Lafayette Street at the north-west corner of Lot No 385, in said Addition and running Southwardly with the line of said lot 147 feet, more or less, to an alley, thence Eastwardly with said alley forty (40) feet to a point within 30 feet of the S.E. corner of lot No 386 in said Addition; thence N. and parallel with the Eastern boundary line of Lot 386 and thirty feet W. therefrom 135 feet, more or less, to Lafayette Street; and thence W. with said Street about 41 feet to the beginning, being said Lot No 385½ feet off of Lot 386, and being the same property conveyed to the conveyors by Mary E. Weobe and others May 6th 1884 and subsequently conveyed to them by Jessee Warren Surv. Partner and Special Comm'r. To have and to hold the aforegranted land and premises with all and singular the appurtenances of and to the same belonging or in anywise appertaining, to the said Association and its Treasurer, their heirs and assigns, forever. And the said Conveyors for themselves, their heirs and representatives, do hereby covenant to and with the said Association and its Treasurer as aforesaid that they are lawfully seized in fee of the above described land, that the same is free from all incumbrance, and that they have a good right to sell and convey the same as herein set forth, and they will warrant and forever defend the title to said property against the lawful claims of all persons whomsoever. But this conveyance is made in trust for the following uses and purposes and none other, to-wit: That whereas the said Conveyors who are members of the said Rock City Building and Savings Association, has this day received in advance from it Eight hundred dollars, it being the matured value of 4 shares of stock in the ___ series, held by them in said Association and which said sum is received in payment and satisfaction in full of said shares when matured under the charter, Constitution, by-laws, rules and regulations of said Association, which said charter, Constitution, by-laws, etc., are here referred to and made a part of this deed, and which said loan or advance is further evidenced by the promissory note of even date herewith of the said Conveyors for said sum of Eight hundred dollars, bearing interest at the rate of six per cent. per annum, and payable according to the tenor of this deed. And for the purpose of better securing said indebtedness the said Conveyors hereby covenant with the said Conveyee, its successors or assigns, that they will cause the buildings and improvements on said premises to be insured with such Insurance Company as may be designated by the said Association, for a sum not less than Eight hundred dollars, and that said Conveyor will pay all the premiums for said insurance, and assign said policy of insurance to said Treasurer as Trustee, under this Trust, and that said Conveyors will continue such policy of insurance in force and assigned as aforesaid, until the indebtedness as aforesaid is fully discharged; and in the event of failure to keep up said policy of insurance, and to pay all taxes and assessments that may be made against or upon said property, the said Conveyor hereby authorizes and empowers the said Association to procure said policy, and pay such taxes at their cost, and the amounts so paid is hereby declared to be a lien secured by this instrument on said property, together with six per centum per annum interest thereon, to be collected and enforced, with the principal and interest secured by this Deed as a part thereof. Now, therefore, if the said Conveyors shall pay or cause to be paid to the Rock City Building and Savings Association, the sum of Two dollars per month, dues on each of said four shares of stock and interest on said sum at six per centum in monthly installments of $4.00, making a total of $12.00 dues and interest and payable in advance on the first Saturday of every month at the Office of the Secretary of the said Association, in the said City of Nashville, and shall also pay all fines and forfeitures that may be assessed or imposed on said shares of stock regularly and promptly as required by the Charter, Constitution and By-laws of said Association until said 4 shares shall mature and become worth $200 for value, and in all other respects fully comply with all the requirements of the Charter, Constitution, By-laws, Rules, etc. of said Association, then this deed shall be void and the property herein conveyed shall be released by quit claim to the said Conveyors and said shares of stock surrendered up and cancelled. But if the said Conveyors should at any time neglect, fail or refuse to pay said dues and interest monthly in advance as herein provided, or to do and perform any and all of said covenants herein contained for the space of six months then and in that event the said Association shall be entitled to the immediate possession of said property, and the said Champe Trice, or his successor in office as Trustee may immediately, after giving twenty days notice of the description of said land, time, place and terms of sale by advertisement in some newspaper published in the City of Nashville, Tennessee, sell said real estate at public auction, to the highest bidder for cash, at the Court House door in the City of Nashville, Tennessee; said sale shall be made free from the right or equity of redemption; Homestead exemption and right of Dower in and to said property, all of which are hereby expressly waived by the said James W. & Nettie Kinningham. The proceeds of said sale the said Trustee will apply as follows: First to the payment of all costs and expenses of executing and foreclosing this Trust, including a reasonable compensation to the Association's Attorney for his services in the premises; Second to the payment of said sum

Filed for record by the within Trust Deed this ___ day of ___ 1890 at ___ o'clock ___ M. and duly recorded in Book ___ Page ___ Register's Office for ___ County, Tenn.

Book Off Railroad