This Indenture, Made and entered into by and between Frank Porterfield of the County of Davidson and State of Tennessee, part y of the first part, and the SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION, a body politic and corporate, created and duly incorporated under and in compliance with Section 14, Ch. 142, of an Act of the General Assembly of the State of Tennessee, entitled "An Act to Provide for the Organization of Corporations," approved March 23, 1875, having its situs at Nashville, in the County of Davidson and State of Tennessee, party of the second part, and ~~FRANK PORTERFIELD~~ W E Metzger, Trustee, of Nashville, in the County of Davidson and State of Tennessee. party of the third part:

WITNESSETH, That the said part..... of the first part, for and in consideration of the sum of one dollar to hims in hand paid by said party of the third part, the receipt whereof is hereby acknowledged, and the matters hereinafter specified, has this day sold and do s hereby convey unto the said party of the third part, his successors and assigns, the following described lands, tenements and hereditaments, to-wit:

A House and Lot on the east side of North Spruce Street near Union street in the city of Nashville Beginning at the line of the Lot owned by Mrs Kelly and bought by her from Frank Porterfield and wife Ed running thence along the East side of Spruce street Northwardly (30) thirty feet more or less thence Eastwardly (90) Ninety feet more or less to an alley thence Southwardly (30) thirty feet to Mrs Kellys line and thence Westwardly 90 Ninety feet to the beginning being the property conveyed to Frank Porterfield by T W Brennt C & M by deed dated April 16 1888 and registered in Book No 112. page 373

W E Metzger Trustee

TO HAVE AND TO HOLD, The aforesaid land and premises to the said party of the third part, his successors and assigns forever. And the said part y ..... of the first part, for himself his heirs, executors and administrators, do covenant and agree to and with said party of the third part, his successors and assigns, that he is lawfully seized in fee of the said land and premises; that the same are free from all incumbrances; that he has a good right to sell and convey the same, and that the title to the said land and premises the will warrant and forever defend against the lawful claims of all persons whomsoever.

The said ~~FRANK PORTERFIELD~~ W E Metzger, Trustee, is the ~~Treasurer~~ Secretary of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION, and the said ~~FRANK PORTERFIELD~~ W E Metzger shall be and remain the Trustee, under the provisions of this deed, and the title to the within conveyed land shall be vested in him, only so long and during such time as he may be and is such ~~Treasurer~~ Secretary. And whenever, at any time hereafter, any other person shall become the ~~Treasurer~~ Secretary of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION, such person shall be the Trustee, with the title of said land, for the purposes of the trust herein declared, vested in him, without any writing, deed, conveyance, formal or other appointment, with all the title, powers, duties, privileges, and exemptions herein and hereby granted, imposed and conferred; and the person who is or may be the ~~Treasurer~~ Secretary of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVING ASSOCIATION shall, while he is such ~~Treasurer~~ Secretary, be the Trustee under the provisions of this deed, with all the title, powers, duties, privileges and exemptions aforesaid, to the exclusion of said FRANK PORTERFIELD, and all and singular the person or persons who may have preceded him as such ~~Treasurer~~ Secretary of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION. And any act, deed or conveyance done or made by such ~~Treasurer~~ Secretary of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION at any time within and in pursuance of the powers conferred on ~~FRANK PORTERFIELD~~ W E Metzger, the Trustee above named, in his name as ~~Treasurer~~ Secretary of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION, and Trustee under the recitals hereof, shall be conclusive evidence of his authority to do such act, or to make such deed or conveyance, just as if such person were the Trustee named in this deed to whom the within conveyance is made.

The said party of the second part may become the purchaser at the sale of said land made by said ~~FRANK PORTERFIELD~~ W E Metzger as Trustee, or any person acting in his stead as Trustee as aforesaid, just as if such sale were made by a trustee who was not the ~~Treasurer~~ Secretary or a member of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION.

BUT THE FOREGOING CONVEYANCE IS MADE IN TRUST, And to and for the following uses and purposes, to-wit: The said Frank Porterfield who is a member and stockholder of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION, has received from it, as such member..., under the charter, constitution, by-laws and regulations of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION, and subject to any future modifications of such constitution, by-laws and regulations, an advance payment of 7 1/2 share of the stock of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION, owned by said Frank Porterfield. The said Frank Porterfield is liable to said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION for $ 15.00 payable each and every month, being the assessments or dues on the said share of stock. Said Frank Porterfield is also liable to said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION for interest at the rate of six per cent. per annum on $ 1500.00, the amount said stock will be worth when fully paid up, which dues and interest are payable in monthly installments on the second Saturday in each and every month, to the Secretary of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION at its office in Nashville, until said share of stock attain to full or par value thereof. The said Frank Porterfield agree to keep the house and improvements on the within conveyed land insured against loss or damage by fire for the benefit of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVING ASSOCIATION, in a policy approved by the Board of Directors thereof, with the policy evidencing such insurance in the custody of the Secretary of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION, in such amount not exceeding the value of such houses and improvements as said Board of Directors may from time to time require. Said Frank Porterfield further agree s to pay the taxes and all State, County and municipal assessments on said land promptly, when the same become due and payable, so as to keep said land free from incumbrances and liens for taxes and assessments as aforesaid. And the said Frank Porterfield desire to secure and make certain the payment by him of said dues and interest so long as the same are payable as aforesaid, and to se cure said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION against loss by reason of the aforementioned advance payment of said 7 1/2 share s of stock; and also to give full assurance of his agreement to keep said houses and improvments insured and the taxes and assessments paid on said land as aforesaid. And in the event of failure of said Frank Porterfield 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 authorize and empower the said ~~FRANK PORTERFIELD~~ W E Metzger, Trustee, to secure said policy and pay such taxes at his cost, and the amount so paid is hereby declared to be a lien secured by this instrument on said property, together with six per cent. per annum interest thereon, to be collected and enforced, with the principal and interest secured by this deed as a part hereof.

NOW, THEREFORE, If the said Frank Porterfield shall well and truly pay the afore-mentioned installments of interest as the same become due and payable, and the dues on said 7 1/2 share s, and keep the said houses and improvements insured and pay the taxes and assessments on said land until said share of stock shall be fully paid up, then the foregoing conveyance shall be void and said Trustee shall immediately reconvey the within described land and premises to said Frank Porterfield at his expense, and the said share s of stock without any further payment thereon to said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION shall cease to exist for any and all purposes.

BUT, If the said Frank Porterfield shall at any time before said share s shall be paid up, fail to pay any installment of interest at the office of said Secretary, or shall fail to keep said houses and improvements in ured as aforesaid, or to pay the dues as the same become payable on said share s of stock, or to pay the taxes and assessments on the said land as the same become due and payable, or shall in any respect fail to strictly observe and conform to all and singular the provisions of the constitution, by-laws and regulations of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION as now existing or which may be hereafter made, then the said W E Metzger, Trustee, or his successor as aforesaid, may immediately, after having advertised the time, place and terms of sale for twenty days in some one newspaper published in Nashville, Tennessee, sell the within described land and premises at public auction, to the highest bidder for cash, and appropriate the proceeds of such sale first, to the payment of the costs and expenses of executing this trust, including a reasonable compensation to said ~~FRANK PORTERFIELD~~ W E Metzger, Trustee, or his successor as aforesaid, for his services in the premises, together with a reasonable attorney's fee for his services in the premises, and the fees of an auctioneer, if any should be employed in making the sale, and which the Trustee may do if he sees proper; second, to the payment of $ 15.00 the full or paid up value of said 7 1/2 share s of stock, and all unpaid interest accrued, as hereinbefore provided, and all moneys said Frank Porterfield may then owe said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION on any of the share of the stock thereof, and to the payment of all taxes and assessments on said land paid by said FRANK PORTERFIELD, Trustee, or which may then be due and unpaid, and to the payment of any and all premiums which said ~~FRANK PORTERFIELD~~ W E Metzger, Trustee, may have paid, by reason of the failure of said Frank Porterfield to keep said houses and improvements insured, minus the actual value of said share at the time of the sale; lastly, the residue, if any there be, to the said Frank Porterfield; and in case of a sale, the said Frank Porterfield waive s and surrender s all right of dower and homestead and equity of redemption or re-purchase of said land and premises; and from the conveyance of said land under such sale by the delivery of the deed to the purchaser, said Frank Porterfield, and all persons holding under him shall be and become the tenant or tenants of the purchaser, holding from month to month at a rental of $ 2.50 per month, payable to such purchaser monthly in advance, commencing with the day of the delivery of said deed. The said tenancy to be determined at the option of said purchaser, upon ten days' notice prior to the expiration of any month.

And the necessity of said ~~FRANK PORTERFIELD~~ W E Metzger, Trustee, or his successor, under the provisions hereof, making oath or giving bond, as required by the laws of Tennessee, is hereby expressly waived.

And in case of a controversy, or suit, or litigation, between said ~~FRANK PORTERFIELD~~ W E Metzger, Trustee, or his successor as aforesaid, or any purchaser of said land, under a sale by said Trustee, or such successor, or one or more of them, and said Frank Porterfield in reference to the sale of said land, the amount claimed, paid or to be paid to said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION, or the adjudication of any and all matters and things and disputes which may arise under the provisions of this deed, the presumption of the truth of all facts which may be disputed shall be in favor of the said ~~FRANK PORTERFIELD~~ W E Metzger, Trustee, or his successor or purchaser, whether they or any of them, by the rules of law, are required to prove such facts affirmatively or not, and the burden of proof as to such disputed facts shall devolve and rest upon said Frank Porterfield

IN WITNESS WHEREOF, Said Frank Porterfield has hereunto set his hand, this 26 day of April 1888

Frank Porterfield

STATE OF TENNESSEE--DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, Theo Cooley A Notary Public. Frank Porterfield the bargainor, with whom I am personally acquainted, and acknowledged that executed the annexed instrument for the purposes therein expressed.

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

WITNESS, my hand and official seal, at office, this 27 day of April 1888

Seal Theo Cooley Notary Public

Rec'd April 27 - 1888 at 4 42 PM