This Indenture, Made and entered into by and between James R Thilcutt and wife Mrs Lucy Thilcutt of the County of Davidson and State of Tennessee, part 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~~ J H Hollowell, 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 ..them.. in hand paid by said party of the third part, the receipt whereof is hereby acknowledged, and the matters hereinafter specified, ..have.. this day sold and do.. hereby convey unto the said party of the third part, his successors and assigns, the following described lands, tenements and hereditaments, to-wit:

Lot No 47 in Lindsleys addition to East Nashville Tennessee fronting fifty (50) feet on the West side of Vanderbeim street and running back between parallel lines 174 feet to an alley according to the plan in Book 57 page 25. being the same lot conveyed to James R Thilcutt and wife by deed registered in Book No 168 page 251 And the same heretofore conveyed to Otto B Gies Trustee by deed dated May 20 1893 registered in Book No 105 page 125.

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.. of the first part, for .. themselves .. their .. heirs, executors and administrators, do covenant and agree to and with said party of the third part, his successors and assigns, that .. they are .. lawfully seized in fee of the said land and premises; that the same are free from all incumbrances; that .. they .. have a good right to sell and convey the same, and that the title to the said land and premises .. they .. will warrant and forever defend against the lawful claims of all persons whomsoever.

The said ~~FRANK PORTERFIELD~~ J H Hollowell, Trustee, is the Treasurer of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION, and the said ~~FRANK PORTERFIELD~~ 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. And whenever, at any time hereafter, any other person shall become the Treasurer 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 of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVING ASSOCIATION shall, while he is such Treasurer, 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~~ J H Hollowell, and all and singular the person or persons who may have preceded him as such Treasurer of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION. And any act, deed or conveyance done or made by such Treasurer of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION at any time within and in pursuance of the powers conferred on ~~FRANK PORTERFIELD~~ J H Hollowell, the Trustee above named, in his name as Treasurer 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~~ J H Hollowell, 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 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 James R Thilcutt 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 One share of the stock of said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION, owned by said James R Thilcutt

The said James R Thilcutt is liable to said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION for $ 2.00, payable each and every month, being the assessments or dues on the said share of stock. Said James R Thilcutt also liable to said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION for interest at the rate of six per cent. per annum on $ 200.00, 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 James R Thilcutt 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 James R Thilcutt 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 James R Thilcutt wife desire.. to secure and make certain the payment by them of said dues and interest so long as the same are payable as aforesaid, and to secure said SOUTH NASHVILLE BUILDING AND MECHANICS' SAVINGS ASSOCIATION against loss by reason of the aforementioned advance payment of said One share of stock; and also to give full assurance of their 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 James R Thilcutt 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.. S.. hereby authorize and empower the said ~~FRANK PORTERFIELD~~ J H Hollowell, Trustee, to secure said policy and pay such taxes at their 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 James R Thilcutt shall well and truly pay the afore-mentioned installments of interest as the same become due and payable, and the dues on said share, 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 James R Thilcutt and wife at their expense, and the said share 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 James R Thilcutt shall at any time before said share 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 insured as aforesaid, or to pay the dues as the same become payable on said share 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 ~~FRANK PORTERFIELD~~ J H Hollowell, 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~~ J H Hollowell, 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 $ 200.00 the full or paid up value of said share of stock, and all unpaid interest accrued, as hereinbefore provided, and all moneys said James R Thilcutt 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~~ J H Hollowell, Trustee, or which may then be due and unpaid, and to the payment of any and all premiums which said ~~FRANK PORTERFIELD~~ J H Hollowell, Trustee, may have paid, by reason of the failure of said James R Thilcutt 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 James R Thilcutt wife ; and in case of a sale, the said James R Thilcutt & his wife waive and surrender 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 James R Thilcutt, and all persons holding under them shall be and become the tenant or tenants of the purchaser, holding from month to month at a rental of $ 5.00 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~~ J H Hollowell, 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~~ J H Hollowell, 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 James R Thilcutt & wife 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~~ J H Hollowell, 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 James R Thilcutt and wife s.o.

IN WITNESS WHEREOF, Said James R Thilcutt & Lucy Thilcutt his wife ha.. hereunto set their hand.. S., this 18th day of November 1893

J R Thilcutt

Lucy Thilcutt

STATE OF TENNESSEE--DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, J C Smyth, a Notary Public in and for the said County and State the within named J R Thilcutt and wife Lucy Thilcutt the bargainor.. S., with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein expressed.

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

WITNESS, my hand and official seal, at office, this 18 day of Novbr 1893

J C Smyth Notary Public

Rugg. Nov 18-1893 at 3.05 P.M

Rec'd Nov 18 1893 at 3.05 P.M. Returned to Thos. J. Ward Esq. Paid $ 1.00 Thos. J. Ward Rec'r

Released by the within instrument this 8 day of Aug 1896. J H Hollowell Trustee

Released by the within instrument this 8 day of Aug 1896. J H Hollowell Trustee