right to sell and convey the same as aforesaid and that I will and that my heirs Executors and Administrators shall warrant and defend the same to the said grantee and his heirs and assigns for ever against the lawful claims and demands of all persons Provided nevertheless that If I or my heirs Executors Administrators or assigns shall pay unto the grantee or his ~~heirs~~ Executors Administrators or assigns the sum of Thirty five Hundred Dollars in five years from this date with interest semiannually at the rate of Six per cent per annum and until such payments shall pay all taxes and assessments to whomsoever laid or assessed whether on the granted premises or any interest therein or on the debt secured hereby, shall keep the buildings on said premises insured against fire in a sum not less than Seventeen Hundred Dollars for the benefit of the Grantee and his Executors Administrators and assigns in such form and at such insurance offices as they shall approve and shall not commit or suffer any strip or waste of the granted premises or any breach of any covenant herein contained then this deed as also one note of even date herewith signed by me whereby I promise to pay to the grantee or order the said principal sum and installments of interest at the time aforesaid shall be void But upon any default in the performance or observance of the foregoing condition the grantee or his Executors Administrators or assigns may sell the granted premises or such portion thereof as may remain subject to this mortgage in case of any partial release hereof together with all improvements that may be thereon at public auction in said Nashville, first publishing a notice of the time and place of sale once each week for three successive weeks in some one newspaper published in said Nashville and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely in fee simple and such sale shall for ever bar me and all persons claiming under me from all right and interest in the granted premises whether at law or in equity. And out of the money arising from such sale the Grantee or his representatives shall be entitled to retain all sums then secured by this deed whether then or there after payable including all costs Charges and expenses incurred or sustained by them by reason of any default in the performance or observance of said condition in rendering the surplus if any to me or my heirs or assigns. And I hereby for myself and my heirs and assigns covenant with the grantee and his heirs Executors Administrators and assigns that in case a sale shall be made under the foregoing power I or they will upon request execute acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale And it is agreed that the Grantee or his Executors Administrators or assigns or any person or persons in his or their behalf may purchase at any sale made as aforesaid and that no



other purchaser shall be answerable for the application of the purchase money and that until default in the performance of the condition of this deed I and my heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof In witness whereof I the said Lucinda J. Smith have hereunto set my hand and seal this 1st day of November in the year One thousand Eight Hundred and Eighty seven

Signed and sealed in the presence of Lucinda J. Smith [seal]
Ewing O. Bicknell & Chas Hall Adams.

State of Massachusetts } Personally appeared before me Chas Hall
Suffolk County } Adams a Commissioner of the State of Ten
nessee resident in the State of Massachusetts Lucinda J. Smith
wife of Thomas J. Smith the bargainor with whom I am personally
acquainted and acknowledged that she executed the annexed instru
ment for the purposes therein expressed and Lucinda J. Smith
wife of the said Thomas J. Smith having personally appeared be
fore me privately and apart from her husband the said Thomas J.
Smith, acknowledged the execution of the said instrument to have
been done by her freely voluntarily and understandingly without
compulsion or constraint from her said husband and for the
purposes therein expressed Witness my hand at office this
14 day of Nov. 1887. [seal]

Chas Hall Adams Commissioner of Tennessee

(Recd Nov. 17th 1887 at 8:30 AM)

P.C. Rumer Jr.
Jos Trust
N.N.B. & L. Assn

Registered Nov. 21 1887.

State of Tennessee Davidson County. This indenture witnesseth that R.C. Rayner and Georgine Rayner his wife for and in consideration of One Dollar to them in hand paid the receipt whereof is hereby acknowledged and further consideration hereinafter mentioned by the North Nashville Building and Savings Association a body politic and corporate chartered by and under the Laws of the State of Tennessee and having its principal office at Nashville Tennessee do hereby bargain sell alien and convey unto the said North Nashville Building and Savings Association and John R. Pickarden Treasurer of said Association and his successors in said office of Treasurer as Trustee and their heirs and assigns forever all the following described real estate lying and being in the County of Davidson and State of Tennessee to wit. Beginning at a point on Shelby street or Avenue in Davis & Roberts addition to Edgefield now a part of the city of Nashville a plan of which addition is registered in the Registers office of Davidson County in Book 21 page 15 and which beginning point is Sixty Six (66) feet and three inches from the corner of Shelby and Oak now Fourth street and running thence with the South line of said Shelby street Seventy Six (76) feet and three(3) inches to the corner of Lot No 7 in said addition and from that point running back Southwardly 150 feet to a 15 foot alley and being the same Lot