deeds is here made as part hereof. The said family living grounds is reserved in this as in the former deed. 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 S. M. D. Clark for himself his heirs and personal representatives do hereby covenant to and with the said Association and its Treasurer as aforesaid that are lawfully seized in fee of the aforedescribed land that the same is free from incumbrance and that he has a good right to sell and convey the same as herein set forth. and that he 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. That whereas the said S. M. D. Clark who is a member of the North Nashville Building and Saving Association has this day received in advance from it Sixteen Hundred Dollars it being the matured value of 8 shares of stock in the 7. series held by him 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 for the purpose of better securing said indebtedness the said conveyors hereby covenant with said conveyee its successors or assigns that he will cause the buildings and improvement on said premises to be insured with such insurance Company as may be designated by said Association for a sum of not less than 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 he 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 they said conveyors hereby authorize and empower the said Association to—

procure 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 centum per annum interest thereon to be collected and enforced with the principal and interest secured by this deed as part thereof. Now therefore if the said S. M. D. Clark shall pay or cause to be paid to the North Nashville Building and Saving Association the sum of two Dollars per month due on each of said 8 shares of stock and interest on said sum of six per centum in monthly instalments of $8.00 making a total $24.00 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 eight shares shall mature and become worth $200 par value and in all other respect 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 quitclaim to the said conveyors and said eight shares of stock surrendered up and cancelled But if the said S. M. D. Clark 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 in that event the said Association shall be entitled to the immediate possession of said property, and the said Richardson or his successor 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 S. M. D. Clark and the proceed of said sale the said Trustee will apply as follows: First to the payment of all