THIS INDENTURE, Made and entered into by and between W J Lemmer an unmarried man

of Nashville in the County of Davidson and State of Tennessee, part Y of the first part, and the "Security Building and Savings Association," a body politic and corporate, created and duly incorporated by and under the laws of the State of Tennessee, having its situs at Nashville, in the County of Davidson and State of Tennessee, party of the second part, and the "Mechanics Savings Bank and Trust Company," Trustee, a corporation created and chartered by and under the laws of the State of Tennessee, having its principal office at Nashville, in the County of Davidson and State of Tennessee, party of the third part,

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of one dollar, to hand in hand paid by the said party of the third part, the receipt whereof is hereby acknowledged, and the matters hereinafter specified, has this day aliened, bargained, sold and conveyed, and by these presents do alien, bargain, sell and convey unto the said party of the third part, its successors and assigns, the following described lands, tenements and hereditaments, situated, lying and being in the said County of Davidson, and State of Tennessee, to-wit:

Part of Lot No 381 on Plan of lots called the Addition to the town of McYavock recorded in Registers Office of said County in Book 2 Page 46. The part of said Lot 381 hereby Conveyed being all of said Lot but a Strip off the west side adjoining the alley and fronting 31 7/12 feet on Underwood Street and running through to Lot 382 and being thirty feet wide in the rear and which said Strip was conveyed by said W J Lemmer to Christopher Kittle by deed dated March 3rd 1890. and registered in Book No 141 page 69 R O D D reference to which is here made. Said Lot 381 was conveyed to the said W J Lemmer by deed of Anna E Horton dated August 22nd 1889 and recorded in Book 131 page 61 R O D D. Reference to which is here made

Re-deed herein recited by lien having been fully satisfied and released as per entry thereof made on the margin of the record in my office this 20th day of Nov 1890 W H Chadwell Register

TO HAVE AND TO HOLD, The aforesaid lands, tenements and hereditaments, with all and singular the appurtenances of and to the same belonging or in anywise appertaining to the said party of the third part, its successors and assigns forever. And the said part Y of the first part, for Thes heirs, executors and administrators, do Co covenant and agree to and with said party of the third part, its successors or assigns, that he is lawfully seized in fee of the afore-granted land and premises; that the same are free from all incumbraencs; that he ha R a good right to sell and convey the same to said party of the third part, as aforesaid; and that the before-granted land and premises he will warrant and forever defend against the lawful claims of all persons whomsoever.

The said "Mechanics Savings Bank and Trust Company," Trustee, is the Treasurer of the said "Security Building and Savings Association," and the said "Mechanics Savings Bank and Trust Company" shall be and remain the Trustee, under the provisions of this deed, and the title to the within conveyed land shall be vested in it only so long and during such time as it may be and is such Treasurer. And whenever, at any time hereafter, any other corporation or person shall become the Treasurer of said "Security Building and Savings Association," such corporation or person shall be the Trustee, with the title to said land, for the purposes of the trusts herein declared, vested in it or 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 or corporation who is or may be the Treasurer of said "Security Building and Savings Association," shall, while he or it 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 "Mechanics Savings Bank and Trust Company," and all and singular the person or persons or corporation which may have preceded it as such Treasurer of said Association. And any act, deed or conveyance done or made by such Treasurer of said "Security Building and Savings Association," at any time within and in pursuance of the powers conferred on the "Mechanics Savings Bank and Trust Company," the Trustee above named, in its name as Treasurer of said Association, and Trustee under the recitals hereof, shall be conclusive evidence of his or its authority to do such act, or to make such deed or conveyance, just as if such Treasurer was 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 "Mechanics Savings Bank and Trust Company," as Trustee, or any person acting in its 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 Association.

But the foregoing Conveyance is made in Trust, and to and for the following uses and purposes, to-wit: The said W J Lemmer who is a member and stockholder of said "Security Building and Savings Association," has received from it, as such member, under the charter, constitution, by-laws and regulations of said Association, and subject to any future modification of such constitution, by-laws, and regulations, an advance payment of One share of the stock of said "Security Building and Savings Association," owned by said W J Lemmer who is liab'e to said "Security Building and Savings Association," for $ 25.55, payable each and every month, being the assessments or dues and premium on the said share of stock, and who is also liable to said "Security Building and Savings Association," for interest at the rate of six per centum per annum, on $ 200.00, the amount said stock will be worth when fully paid up, which dues, premium and interest are payable in monthly installments on the third Tuesday in each and every month, to the Treasurer of said Association at its office in Nashville, until said share of stock attain to full or par value thereof. The said W J Lemmer agree to keep the houses and improvements on the within conveyed land insured against loss or damage by fire for the benefit of said "Security Building and Savings 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 "Security Building and 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 W J Lemmer he further agreed to pay the taxes and all State, County and municipal assessments on said land promptly, when the same becomes due and payable, so as to keep said land free from incumbrances and leins for taxes and assessments as aforesaid. And the said W J Lemmer desire to secure and make certain the payment by hims of said dues, premium and interest so long as the same are payable as aforesaid, and to secure said "Security Building and Savings Association" against loss by reason of the aforementioned advance payment of said One share of stock; and also to give full assurance of his agreement to keep said houses and improvements insured and the taxes and assessments paid on said land as aforesaid. And in the event of his 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 authorize and empower the said "Security Building and Savings Association," to procure 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 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 W J Lemmer shall well and truly pay the aforementioned installments of interest and premium as the same become due and payable, and the dues on said One share, and keep the said houses and improvements insured and pay the taxes and assessments on said land until said share of stock is fully paid up, then the foregoing conveyance shall be void and said Trustee shall immediately re-convey the within described land and premises to said W J Lemmer at his expense, and the said share of stock without any further payment thereon, to said Association, shall cease to exist for any and all purposes.

But, If the said W J Lemmer shall at any time before said share is paid up, fail to pay any installment of interest or premium at the office of the Treasurer of said "Security Building and Savings Association," 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 "Security Building and Savings Association," as now existing or which may be hereafter modified, then the said "Mechanics Savings Bank and Trust Company," Trustee, or its 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 "Mechanics Savings Bank and Trust Company," Trustee, or its successor as aforesaid, for its or 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 one share of stock, and all unpaid interest and premium accrued as hereinbefore provided, and all moneys said party of the first part may then owe said "Security Building and 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 "Security Building and Savings Association," or which may then be due and unpaid, and to the payment of any and all premiums which said "Security Building and Savings Association" may have paid, by reason of the failure of said party of the first part to keep said houses and improvements insured, minus the actual value of said One share at the time of sale; lastly, the residue, if any there be, to the said W J Lemmer; and in case of a sale, the said W J Lemmer waive and surrender all right and equity of redemption or re-purchase of said land and premises, homestead exemption and right of dower, which are hereby expressly waived; and from the conveyance of said land under such sale by the delivery of the deed to the purchaser, said part Y of the first part and all persons holding under his shall be and become the tenant or tenants of the purchaser, holding from month to mouth, at a rental of $ 2.85 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 "Mechanics Savings Bank and Trust Company," Trustee, or its 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 "Mechanics Savings Bank and Trust Company," Trustee, or its 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 part of the first part in reference to the sale of said land, the amount claimed, paid or to be paid to said "Security Building and 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 Association and its 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 part Y of the first part.

IN WITNESS WHEREOF, Said W J Lemmer ha hereunto set hand and seal this day of 18

W J Lemmer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF TENNESSEE, Davidson COUNTY.

Personally appeared before me, P G Dismukes a Notary Public ~~Clerk of the County Court~~ of said County, the within named W J Lemmer an unmarried man

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

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

Witness my hand, at office, this 14th day of November 18 90 (seal) P G Dismukes Notary Public ~~Clerk~~

STATE OF TENNESSEE, Davidson COUNTY. } REGISTER'S OFFICE, Nov 21st 18 90

I, W H Chadwell Register of said County, do certify that the foregoing Deed and Certificate are registered in said office, in Book No. 124, page 128; that they were received Nov 14th 18 90, at 12.06 o'clock, P. M., and entered in Note Book 11 page 151

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