This Indenture, made and entered into by and between Mrs N. E. Portwood (an unmarried woman) of Nashville in the County of Davidson and State of Tennessee, part y of the first part, and the "Home Building and Loan 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 her in hand paid by the said party of the third part, the receipt whereof is hereby acknowledged, and the matters hereinafter specified, ha s 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:

Lot No 211 in the North Nashville Real Estate Company's addition to Nashville Tennessee fronting fifty (50) feet on the west side of Vine Street and running back between parallel lines 100 feet to an alley: Deed of which is recorded in Book No 21 page 105 of the Register's office for Davidson County Tennessee. Being the same property conveyed to the said Mrs N. E. Portwood by P G Clark & wife by deed dated Oct 24th 1890 and registered in Book No 127 page 197. Said deed which said deed is hereby adopted and made a part of this instrument

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 party of the first part, for herself heirs, executors and administrators, do covenant and agree to and with said party of the third part, its successors or assigns, that she is lawfully seized in fee of the aforegranted land and premises; that the same are free from all incumbrances; that she has a good right to sell and convey the same to said party of the third part, as aforesaid; and that she will warrant and forever defend the title to the aforegranted land and premises against the lawful claims of all persons whomsoever.

The said "Mechanics Savings Bank and Trust Company," Trustee, is the Treasurer of the said "Home Building and Loan 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 lands 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 "Home Building and Loan 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 "Home Building and Loan 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 "Home Building and Loan 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 sales were made by a Trustee who was not 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 Mrs N. E. Portwood who is a member and shareholder of said "Home Building and Loan 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 Five shares $ of the stock of said "Home Building and Loan Association," owned by said Mrs N. E. Portwood who is liable to said "Home Building and Loan Association," for One 90/100 payable each and every week, being the assessments or dues and premium on the said share of stock, and who is also liable to said "Home Building and Loan Association," for interest at the rate of twenty cents per week per share of said stock, which dues, premium and interest are payable in weekly installments on every Saturday in each and every month, to the Treasurer of said Association at its office in Nashville, until said shares of stock attain to full or par value thereof. The said Mrs N. E. Portwood agrees to keep the houses and improvements on the land conveyed hereby insured against loss or damage by fire for the benefit of said "Home Building and Loan 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 "Home Building and Loan 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 Mrs N. E. Portwood has further agreed 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 Mrs N. E. Portwood desire to secure and make certain the payment by her self of said dues, premium and interest so long as the same are payable as aforesaid, and to secure said "Home Building and Loan Association" against loss by reason of the aforementioned advance payment of said Five shares $ of stock; and also to give full assurance of her agreement to keep said houses and improvements insured and the taxes and assessments paid on said land as aforesaid. 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, the said conveyor hereby authorize and empower the said "Home Building and Loan Association," to procure said policy and pay such taxes at her 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 Mrs N. E. Portwood shall well and truly pay the aforementioned installments of interest and premium as the same become due and payable, and the dues on said Five shares $, and keep the said houses and improvements insured, and pay the taxes and assessments on said land until said shares of stock have been fully paid up, then the foregoing conveyance shall be void and said Trustee shall immediately reconvey the within described land and premises to said Mrs N. E. Portwood at her expense, and the said shares of stock, without any further payment thereon to said Association, shall cease to exist for any and all purposes.

BUT if the said Mrs N. E. Portwood shall at any time before said shares are paid up, fail to pay any installment of interest or premium at the office of the Treasurer of said "Home Building and Loan 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 shares 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 "Home Building and Loan 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 above 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 $ 4.00 the full or paid up value of said Five shares of stock, and all unpaid interest and premium accrued as herein before provided, and all moneys said party of the first part may then owe said "Home Building and Loan Association," on any of the shares of the stock thereof, and to the payment of all taxes and assessments on said land paid by said "Home Building and Loan Association," or which may then be due and unpaid, and to the payment of any and all premiums which said "Home Building and Loan 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 Stock shares at the time of sale; *lastly*, the residue, if any there be, to the said Mrs N. E. Portwood; and in case of a sale, the said Mrs N. E. Portwood waive and surrender all right and equity of redemption or repurchase 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 of the first part, and all persons holding under her shall be and become the tenant or tenants of the purchaser, holding from month to month, at a rental of $ = 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 Saving 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 y of the first part, in reference to the sale of said land, the amount claimed, paid or to be paid to said "Home Building and Loan 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 Mrs N. E. Portwood ha s hereunto set her hand, this 15th day of January 18 91

Witness to her signature:
Geo Gibson Jr. W A Rains

Nannie E. Portwood

STATE OF TENNESSEE—DAVIDSON COUNTY.

Personally appeared before me, P. D. Dismukes Notary Public Clerk of the County Court of said County, the within named Nannie E. Portwood (an unmarried woman) the bargainor, with whom I am personally acquainted, and who acknowledged that she 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 15 day of January 18 91 P. D. Dismukes Notary Public Clerk.

STATE OF TENNESSEE—DAVIDSON COUNTY.

I, W. E. Chadwell Register of said County, do certify that the foregoing Deed and Certificate are registered in said office in Book No. 133 page 66; that they were received Jany 24 1891, at 3 37 o'clock P. M., and entered in Note Book 11 page 197

REGISTER'S OFFICE, Feby 11 1891

W. E. Chadwell Register

This Indenture, made and entered into by and between Mrs Jeanne M. Willey wife of husband Chas F. Willey Nashville in the County of Davidson and State of Tennessee, part y of the first part, and the "Home Building and Loan 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 her in hand paid by the said party of the third part, the receipt whereof is hereby acknowledged, and the matters hereinafter specified, ha s 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:

Lot (21) Nine in Block S. of plan of the Hermitage addition of record in Book 91 page 43 Register of Deeds for Davidson County fronting fifty (50) feet on the Northside of Green Street and running back between parallel lines One hundred and Sixty (160) feet to an alley: Deed of the same property conveyed to the said Mrs Jeanne M Willey by George W. Bunyeny by deed dated 25 day of Sept 1889 and registered in Book 1 page of the Registers office for Davidson County which said deed is referred to for more particular description and which is made a part hereof

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 party of the first part, for herself heirs, executors and administrators, do covenant and agree to and with said party of the third part, its successors or assigns, that she is lawfully seized in fee of the aforegranted land and premises; that the same are free from all incumbrances; that she has a good right to sell and convey the same to said party of the third part, as aforesaid; and that she will warrant and forever defend the title to the aforegranted land and premises against the lawful claims of all persons whomsoever.

The said "Mechanics Savings Bank and Trust Company," Trustee, is the Treasurer of the said "Home Building and Loan 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 lands 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 "Home Building and Loan 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 "Home Building and Loan 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 "Home Building and Loan 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 sales were made by a Trustee who was not 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 Mrs Jeanne M. Willey who is a member and shareholder of said "Home Building and Loan 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 Five (5) shares $ of the stock of said "Home Building and Loan Association," owned by said Mrs Jeanne M Willey who is liable to said "Home Building and Loan Association," for One 90/100 payable each and every week, being the assessments or dues and premium on the said share of stock, and who is also liable to said "Home Building and Loan Association," for interest at the rate of twenty cents per week per share of said stock, which dues, premium and interest are payable in weekly installments on every Saturday in each and every month, to the Treasurer of said Association at its office in Nashville, until said shares of stock attain to full or par value thereof. The said Mrs Jeanne M Willey agrees to keep the houses and improvements on the land conveyed hereby insured against loss or damage by fire for the benefit of said "Home Building and Loan 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 "Home Building and Loan 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 Mrs Jeanne M Willey has further agreed 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 Mrs Jeanne M Willey desire to secure and make certain the payment by her self of said dues, premium and interest so long as the same are payable as aforesaid, and to secure said "Home Building and Loan Association" against loss by reason of the aforementioned advance payment of said Five (5) shares $ of stock; and also to give full assurance of her agreement to keep said houses and improvements insured and the taxes and assessments paid on said land as aforesaid. 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, the said conveyor hereby authorize and empower the said "Home Building and Loan Association," to procure said policy and pay such taxes at her 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 Mrs Jeanne M. Willey shall well and truly pay the aforementioned installments of interest and premium as the same become due and payable, and the dues on said Five shares $, and keep the said houses and improvements insured, and pay the taxes and assessments on said land until said shares of stock shall have been fully paid up, then the foregoing conveyance shall be void and said Trustee shall immediately reconvey the within described land and premises to said Mrs Jeanne M. Willey at her expense, and the said shares of stock, without any further payment thereon to said Association, shall cease to exist for any and all purposes.

BUT if the said Mrs Jeanne M. Willey shall at any time before said shares are paid up, fail to pay any installment of interest or premium at the office of the Treasurer of said "Home Building and Loan 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 shares 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 "Home Building and Loan 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 above 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 $ 4.00 the full or paid up value of said Five shares of stock, and all unpaid interest and premium accrued as herein before provided, and all moneys said party of the first part may then owe said "Home Building and Loan Association," on any of the shares of the stock thereof, and to the payment of all taxes and assessments on said land paid by said "Home Building and Loan Association," or which may then be due and unpaid, and to the payment of any and all premiums which said "Home Building and Loan 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 Stock shares at the time of sale; *lastly*, the residue, if any there be, to the said Mrs Jeanne M Willey; and in case of a sale, the said Mrs Jeanne M Willey & Chas F Willey waive and surrender all right and equity of redemption or repurchase 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 of the first part, and all persons holding under her 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 "Mechanics Saving 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 y of the first part, in reference to the sale of said land, the amount claimed, paid or to be paid to said "Home Building and Loan 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 Mrs Jeanne M Willey and husband Charles F Willey ha s hereunto set her hand, this 6th day of Feby 18 91

Chas F Willey
Mrs Jeanne M Willey

STATE OF TENNESSEE—DAVIDSON COUNTY.

Personally appeared before me, P. D. Dismukes Notary Public Clerk of the County Court of said County, the within named Chas F Willey and wife Jeanne M Willey the bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. And Jeanne M Willey wife of the said Chas F Willey having appeared before me, privately and apart from her husband, the said Jeanne M Willey acknowledged the execution of the said Deed 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 6 day of Feby 18 91 P. D. Dismukes Notary Public Clerk.

STATE OF TENNESSEE—DAVIDSON COUNTY.

I, W. E. Chadwell Register of said County, do certify that the foregoing Deed and Certificate are registered in said office in Book No. 133 page 67; that they were received Feby 6th 1891, at 11 09 o'clock A. M., and entered in Note Book 11 page 225

REGISTER'S OFFICE, Feby 12th 1891

W. E. Chadwell Register