This Indenture, made and entered into by and between Mathias Tritschler and wife Ellen Tritschler of Nashville.

in the County of Davidson and State of Tennessee, part 1st 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 1st of the first part for and in consideration of the sum of one dollar, to them in hand paid by the said party of the third part, the receipt whereof is hereby acknowledged, and the matters hereinafter specified, have 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:

Lots numbers 269 270. 271. and 272 in J.M. T.J. and G.W. Harding's Subdivision a plan of which is of record in Plan Book 21 page 80. Registers Office of said County Conveyed to Mathias Tritschler by Theodore Seifried by deed dated Sept 6. 1877. Registered in said Registers office in Book R 58 page 317 and which deed 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 part 1st of the first part, for themselves, their heirs, executors and administrators, do covenant and agree to and with said party of the third part, its successors or assigns, that they are lawfully seized in fee of the aforegranted land and premises; that the same are free from all incumbrances; that they have a good right to sell and convey the same to said party of the third part, as aforesaid; and that they 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 Mathias Tritschler 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 Six share of the stock of said "Home Building and Loan Association," owned by said Tritschler who is liable to said "Home Building and Loan Association," for Five Dollars 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 share of stock attain to full or par value thereof. The said Mathias Tritschler agree 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 Mathias Tritschler ha 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 Mathias Tritschler desire to secure and make certain the payment by them 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 Six share of stock; and also to give full assurance of this agreement to keep said houses and improvements insured and the taxes and assessments paid on said land as aforesaid. And in the event of this 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 s hereby authorize and empower the said "Home Building and Loan Association," to procure said policy and pay such taxes at this 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 Mathias Tritschler shall well and truly pay the aforementioned installments of interest and premium as the same become due and payable, and the dues on said Six share, and keep the said houses and improvements insured, and pay the taxes and assessments on said land until said share 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 Mathias Tritschler at this 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 Mathias Tritschler 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 "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 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 "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 $ 120.00, the full or paid up value of said Six share 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 share 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 Six share at the time of sale; *lastly*, the residue, if any there be, to the said Mathias Tritschler; and in case of a sale, the said Mathias Tritschler and wife Ellen 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 them shall be and become the tenant or tenants of the purchaser, holding from month to month, at a rental of $ 2.00 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 1st 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 1st of the first part.

IN WITNESS WHEREOF, said Mathias Tritschler and wife Ellen Tritschler have hereunto set their hand s, this Eighteenth day of April 18 91.

Witness to her Mark
J. S. McFadden.

M Tritschler
Ellen her Tritschler
Mark

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 M. Tritschler Wife Ellen Tritschler the bargainor, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. And Ellen Tritschler wife of the said M Tritschler having appeared before me, privately and apart from her husband the said Ellen Tritschler 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 20 day of April 18 91. (SEAL) P.G. Dismukes Notary Public Clerk.

STATE OF TENNESSEE—DAVIDSON COUNTY. REGISTER'S OFFICE. May 1. 3 18 91

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 82; that they were received April 20th 18 91, at 9 o'clock A. M., and entered in Note Book 11 page 259

W.E. Chadwell Register

This Indenture, made and entered into by and between E.S. Ashcroft (unmarried) of Nashville

in the County of Davidson and State of Tennessee, part 4th 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 4th of the first part for and in consideration of the sum of one dollar, to them in hand paid by the said party of the third part, the receipt whereof is hereby acknowledged, and the matters hereinafter specified, have 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:

Lots Nos 455, 456, and 457 in Maury & Claiborne's addition to South Nashville fronting 40 feet each on the south side of Perkins Street and running back between parallel lines 117 feet to a 16 feet alley; of record in Plan Book No 21 pages 84 & 85 of the Registers office of Davidson County Tennessee, Being the same conveyed to the said E.S. Ashcroft by Book R No 753 page 64 Registers office of Davidson County to which reference is here made

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 4th of the first part, for himself heirs, executors and administrators, do 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 aforegranted land and premises; that the same are free from all incumbrances; that he has a good right to sell and convey the same to said party of the third part, as aforesaid; and that he 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 E.S. Ashcroft 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 Seven share of the stock of said "Home Building and Loan Association," owned by said E.S. Ashcroft who is liable to said "Home Building and Loan Association," for $ 5.00, 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 share of stock attain to full or par value thereof. The said E.S. Ashcroft agree 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 E.S. Ashcroft ha 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 E.S. Ashcroft desire to secure and make certain the payment by them 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 Seven share of stock; and also to give full assurance of this agreement to keep said houses and improvements insured and the taxes and assessments paid on said land as aforesaid. And in the event of this 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 s hereby authorize and empower the said "Home Building and Loan Association," to procure said policy and pay such taxes at this 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 E.S. Ashcroft shall well and truly pay the aforementioned installments of interest and premium as the same become due and payable, and the dues on said Seven share, and keep the said houses and improvements insured, and pay the taxes and assessments on said land until said share of stock are fully paid up, then the foregoing conveyance shall be void and said Trustee shall immediately reconvey the within described land and premises to said E.S. Ashcroft 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 E.S. Ashcroft 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 "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 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 "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 $ 140.00 the full or paid up value of said Seven share 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 share 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 Seven share at the time of sale; *lastly*, the residue, if any there be, to the said E.S. Ashcroft; and in case of a sale, the said E.S. Ashcroft 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 them shall be and become the tenant or tenants of the purchaser, holding from month to month, at a rental of $ 1.40 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 4th 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 of the first part.

IN WITNESS WHEREOF, said E.S. Ashcroft has hereunto set his hand, this 18th day of April 18 91

E.S. Ashcroft

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 E.S. Ashcroft (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 25th day of April 18 91. (SEAL) P.G. Dismukes Notary Public Clerk.

STATE OF TENNESSEE—DAVIDSON COUNTY. REGISTER'S OFFICE. May 13th 18 91

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 83; that they were received April 30 18 91, at 10 1/2 55 o'clock A. M., and entered in Note Book 11 page 268

W.E. Chadwell Register