THIS INDENTURE, by and between Mrs Isabella Simmonds a widow Adell Simmonds an unmarried Woman & Harry Hart Simmonds an unmarried man all of lawful age of Nashville in the County of Davidson and State of Tennessee, part ies of the first part, and the NASHVILLE BUILDING AND SAVINGS ASSOCIATION, of Nashville, Tennessee, a corporation created under the laws of the State of Tennessee, party of the second part, and The Union Bank and Trust Company Trustee, party of the third part,

WITNESSETH: That said part ies of the first part, in consideration of the sum of One Dollar, duly paid by said party of the third part, the receipt whereof is acknowledged, and the matters hereinafter specified, have this day bargained and sold, and do hereby transfer and convey unto said party of the third part, its successors and assigns, their interest which is an undivided three fifths of same, the following described lands, tenements and hereditaments, situated in said County and State, to wit:

Lot No thirty nine (39) in Barrow's Addition to Edgefield Now East Nashville fronting fifty (50) feet on the South side of Woodland Street and running Back between parallel lines One hundred and Seventy (170) feet to an Alley. For Plan of said Addition reference is here made to Chancery Court Book No 1 Page 13 and being same property conveyed to Mrs Isabella Simmonds & others by deed of John P White and James T. Bell of record Book 19 Page 23 R.O.D.C.

To have and to hold said property, with the appurtenances, estate, title and interest thereto belonging, to said party of the third part, its successors and assigns, forever. And said conveyor s, for interest in said themselves their heirs and representatives, do covenant that they are lawfully seized in fee simple of said property, have a good right to convey it, that the same is unencumbered; and they further covenant and bind interest in said themselves their heirs and representatives, to warrant and defend the title to said property to said party of the third part, its successors and assigns forever, against the lawful claims of all persons.

The said Trustee is Treasurer of said Association, and shall remain the Trustee, under the provisions of this deed, and the title to the within conveyed land shall be vested in it only during such time as it may be such Treasurer. And whenever any other corporation or person shall become Treasurer of said Association, such corporation or person shall become 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 and powers herein granted, and the person or corporation who may be Treasurer of said Association shall, while he or it is Treasurer, be the Trustee under the provisions of this deed, with all the title and powers aforesaid, to the exclusion of said person or corporation which may have preceded it as such Treasurer. And any act done by such Treasurer at any time, in pursuance of the powers conferred on said Trustee, in its name as Treasurer of said Association, and the Trustee under the recitals hereof, shall be conclusive evidence of his or its authority to do such act, just as if such Treasurer was the Trustee named in this deed.

BUT THE FOREGOING CONVEYANCE IS MADE IN TRUST for the following uses and purposes, to wit: The said Isabella Simmonds Adell Simmonds & Harry Hart Simmonds who are a member and stockholders of said Association, has received from it, as such members under the provisions of the charter, constitution, by-laws and regulations of said Association, which provisions shall be deemed a part of this instrument as fully and completely as though set forth herein, and subject to any future modification of such constitution, by-laws and regulations, an advance payment of three share s of stock of said Association, owned by said parties first Named who are liable to said Association for Six Dollars, payable each and every month, being the assessments or dues and premium on said share s, and who is also liable to said Association for the interest, at the rate of six per centum per annum, on Six Hundred ($600.00) Dollars, the amount said stock will be worth when fully paid up, which dues, premium and interest are payable in monthly instalments on the fourth Tuesday in each and every month, to the Treasurer of said Association at its office in Nashville, until said share s attain to the full or par value thereof. Said conveyor s agree to keep the houses on the within conveyed land insured against loss or damage by fire for the benefit of said 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 Association, in such amount, not exceeding the value of such houses, as said Board of Directors may from time to time require. Said conveyor s ha ve further agreed to pay the taxes and assessments on said land promptly when the same become due and payable, so as to keep said land free from incumbrances. And the conveyor s desire to secure and make certain the payment of said dues, premium and interest so long as the same are payable as aforesaid, and to secure said Association against loss by reason of said advance payment of said share s; and also to give full assurance of the agreement to keep said houses insured, and the taxes and assessments paid. And in the event of a failure to keep up said policy of insurance, or to pay all taxes and assessments that may be placed upon said property, said conveyor s hereby authorize and empower 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 on said property secured by this instrument, together with the interest thereon, to be collected and enforced with the principal and interest secured by this deed as part thereof.

Lot No thirty nine (39) in Barrow's Addition to Edgefield, now East Nashville, fronting fifty (50) feet on the South side of Woodland Street and running back between parallel lines one hundred and seventy (170) feet to an alley. For plan of said addition reference is here made to Chancery Court Book No. 1 Page 13 and being same property conveyed to Mrs. Isabella Simmonds & others by deed of John P. White and James T. Bell of record Book 19 Page 23 R.O.D.C.

Certificate issued by the within institution & known thereof, & we likewise release Lien on property described in the within deed of trust. Nashville Tenn June 19th 1896.
Nashville Savings & Loan Association
by J. B. Thompson Sec'y
W. P. Thompson Jr. Asst Sec'y

NOW, THEREFORE, if said conveyor s shall pay said instalments of interest and premium as the same become due and payable, and the dues on said three share s, and keep said house insured, and pay the taxes and assessments on said land until said share s are fully paid up, then the foregoing conveyance shall be void, and the said share s, without further payment thereon to said Association, shall cease to exist for all purposes. But if the said conveyor s shall, at any time before said share s are paid up, fail to pay any instalment of interest, or premium, or dues on said share s, at the office of the Treasurer of said Association, as the same become due and payable, or shall fail to keep said houses insured, or to pay the taxes and assessments on said land as the same become due and payable, or shall in any respect fail to strictly observe and conform to the provisions of the constitution, by-laws and regulations of said Association, as now existing or which may hereafter be modified, then said Trustee, or its successor, may, immediately after having advertised the time, place and terms of sale for twenty days, by weekly publications in some one newspaper published in Nashville, Tenn., sell the within described property at public auction to the highest bidder for cash, and appropriate the proceeds of such sale (1) to the payment of the costs and expenses of executing this trust, including a reasonable compensation to said Trustee, or its successor as aforesaid, for its 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 there should be employed in making the sale, and which the Trustee may do if it sees proper; (2) to the payment of $ 600— , the full or paid up value of said share s, and all unpaid interest and premium accrued, as hereinbefore provided, and all moneys said part ies of the first part may then owe said Association on any of the share s of the stock thereof, and to the payment of all taxes and assessments on said land paid by said Association, or which may then be due and unpaid, and to the payment of any premiums which said Association may have paid by reason of the failure of said part ies of the first part to keep said houses insured, minus the actual value of said share s at the time of sale; (3) the residue, if any there be, to the said conveyors herein ; and in the case of a sale, the said part ies of the first part waive and surrender all right and equity of redemption or repurchase of said land, also all right to homestead exemption, and all right of dower, which rights 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 ies of the first part, and all persons holding under them , shall be the tenant of the purchaser, holding from month to month, at a rental of $10.00 per month, payable to such purchaser 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. The said party of the second part may become the purchaser at the sale of said land made by said Trustee, or any person acting 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.

And the necessity of said Trustee, or its successor, under the provisions hereof, making oath or giving bond, as required by the laws of Tennessee, is hereby expressly waived.

IN WITNESS WHEREOF, said conveyor s have hereunto set their hand s and seal s, this First day of November 1895.

Mrs Isabella Simmonds [SEAL]
Adele Simmonds [SEAL]
Harry Hart Simmonds [SEAL]

STATE OF TENNESSEE, COUNTY OF DAVIDSON—ss.

Personally appeared before me, N C Williams a Notary Public in and for said State and County, Harry Hart Simmonds an unmarried man all of lawful age Mrs Isabella Simmonds a widow & Adell Simmonds an unmarried Woman & Harry the within named bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained. And wife of the said having personally appeared before me, privately and apart from husband, the said acknowledged the execution of 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 and official seal, this 2d day of November 1895.

Seal N C Williams NOTARY PUBLIC.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

I, J. B. Armstrong Register of said County, do hereby certify that the within deed of trust, with Notary certificate and Seal thereon, was filed in my office for registration on the 4th day of Nov. 1895, at 11:36 o'clock A. M., and so noted in Note Book No. 14 on page 164 and was duly registered this day in Book of Trust Deeds, etc., No. 134 on page 174 and following.

Witness my hand, at office, this 12th day of November 1895.

J. B. Armstrong REGISTER.
By F. B. Blair Dep. Reg.