This Indenture, made and entered into by and between J. F. Horn & his wife Victoria A. Horn of the first part, and THE EQUITABLE BUILDING AND LOAN ASSOCIATION, of Nashville, Tennessee, a body politic and corporate under the general 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 J. M. Howse, Trustee, of the City of Nashville, Tennessee, party of the third part,

WITNESSETH: That the said part.. 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, his successors and assigns, the following described lands, tenements and hereditaments, lying, being and situate in N. W. Civil District Davidson County, Tennessee, to-wit:

Lot No 5 in Williams & Valentines 2nd Division a plan of which is of record in Law Book 5 page 33 of the Chancery Court at Nashville. Said Lot fronts fifty (50) feet on the East side of Woodard Street Avenue, and extends back 159 feet between parallel lines, 156 feet to an unnamed street. Being the same lot conveyed the said J. F. Horn by R. E. Matthews wife by deed recorded in Book 178 page 524 R.O.D.C.

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, his successors and assigns forever. And the said part.. of the first part, for their heirs, executors and administrators, do covenant and agree to and with said party of the third part, his 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 the before granted land and premises they will warrant and forever defend against the lawful claims of all persons whomsoever.

The said James M. Howse who holds the office of Trustee for the said Equitable Building and Loan Association, shall be and remain the Trustee, under the provisions of this deed, and the title to the within conveyed land shall be vested in him only so long and during such time as he may hold the said office of Trustee. And whenever, at any time hereafter, any other person or corporation shall become the Trustee of said Equitable Building and Loan Association, by appointment or election by said Association, such person or corporation shall be the Trustee, with the title to said land, for the purpose of the trusts herein declared, vested in 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 who is or may be the Trustee for said Equitable Building and Loan Association, shall, while he holds the office of Trustee, be the Trustee under the provisions of this deed, with all the title, powers, duties, privileges and exemptions aforesaid, to the exclusion of the above named Trustee, and all and singular the person or persons who may have preceded him as such Trustee. And any act, deed or conveyance done or made by such Trustee for said Equitable Building and Loan Association, at any time within and in pursuance of the powers conferred on the Trustee above named, in his name as such Trustee under the recitals hereof, shall be conclusive evidence of his authority to do such act, or to make such deed or conveyance, the same as if named in the 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 Trustee, or any person acting in his stead as Trustee, as aforesaid.

BUT THE FOREGOING CONVEYANCE IS MADE IN TRUST, and to and for the following uses and purposes, to-wit: The said J. F. Horn who is a member and stockholder of said Equitable 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, the sum of $ 500.00 the same being an advance payment of three share.. of the stock of said Equitable Building and Loan Association, owned by said J. F. Horn who is liable to said Equitable Building and Loan Association for $ [illegible] payable each and every month, being the assessments or dues and premium on the said share.. of stock, and who is also further liable to said Equitable Building and Loan Association for interest at the rate of six per centum per annum on said sum of $ 500.00 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 a full or par value thereof. The said J. F. Horn agree to keep the houses and improvements on the within conveyed land insured against loss or damage by fire for the benefit of said Equitable 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 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 J. F. Horn has 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 liens for taxes and assessments as aforesaid. And the said J. F. Horn & wife Victoria A. Horn desire.. to secure and make certain the payment by J. F. Horn of said dues, premium and interest so long as the same are payable as aforesaid, and to secure said Equitable Building and Loan Association against loss by reason of the aforementioned advance payment of said three share of stock, and also to give full assurance of their agreement to keep said houses and improvements insured and the taxes and assessments paid on said land as aforesaid. And in the event of their 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 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 a part thereof.

NOW, THEREFORE, if the said J. F. Horn shall well and truly pay the aforementioned installments of interest and premium as the same become due and payable, and the dues on said three 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 reconvey the within described land and premises to said J. F. Horn 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 J. F. Horn 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 Equitable 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 Association, as now existing or which may be hereafter modified, then the said Trustee, or his successors 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 costs and expenses of executing this trust, including a reasonable compensation to said Trustee, or his successors as aforesaid, for 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 $ 500.00 the full or paid up value of said three share of stock, and all unpaid interest and premium accrued as hereinbefore provided, and all moneys said part.. of the first part may then owe said Association on any of the share of 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 and all premiums which said Association may have paid, by reason of the failure of said part.. of the first part to keep said houses and improvements insured, minus the actual value of said three share at the time of sale; lastly, the residue, if any there be, to the said J. F. Horn & wife Victoria A. Horn; and in case of a sale the said J. F. Horn & wife Victoria A. Horn 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 $ [illegible] 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 James M. Howse Trustee, or his successors, under the provisions hereof, making oath or giving bond, as required by the laws of Tennessee, is hereby expressly waived.

IN WITNESS WHEREOF, said J. F. Horn & wife Victoria A. Horn have hereunto set their hand.. and seal.. this 10 day of Dec 1892

J. F. Horn [SEAL]
Victoria A Horn [SEAL]
[SEAL]

STATE OF TENNESSEE—DAVIDSON COUNTY.

Personally appeared before me, W. H. Ballard Notary Public Clerk of the County Court of said County, the within named J. F. Horn & wife Victoria A. Horn the bargainor.., with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Victoria A. Horn wife of the said J. F. Horn having appeared before me, privately and apart from her husband the said Victoria A. Horn 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 Dec 1892 W. H. Ballard Notary Public Clerk.

STATE OF TENNESSEE—DAVIDSON COUNTY.

REGISTER'S OFFICE, Dec 16 1892.

I, W. E. Cradwell Register of said County, do certify that the foregoing Deed and Certificate are registered in said office in Book No. 138 page 274 that they were received Dec 12 1892 at 2 o'clock P. M. and entered in Note Book 12 page 263

W. E. Cradwell Register

This Indenture, made and entered into by and between R. E. Matthews & wife Carrie Matthews of the first part, and THE EQUITABLE BUILDING AND LOAN ASSOCIATION, of Nashville, Tennessee, a body politic and corporate under the general 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 James M. Howse, Trustee, of the City of Nashville, Tennessee, party of the third part,

WITNESSETH: That the said part.. 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, his successors and assigns, the following described lands, tenements and hereditaments, lying, being and situate in Davidson County, Tennessee, to-wit:

Beginning at a point on the East side of Woodard Avenue 185 feet South of Williams Street and running Eastwardly 163 feet more or less to the Western margin of an alley to run thence Southwardly 20 feet thence Westwardly 163 feet more or less to Eastern margin of Meridian Avenue, thence North wardly 20 feet to the Eastern margin of said Woodard Avenue to the beginning and being a part of the land conveyed to R. E. Matthews by J. C. Woodard by deed Registered in Book 162 page 301 R.O.D.C.

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, his successors and assigns forever. And the said part.. of the first part, for their heirs, executors and administrators, do covenant and agree to and with said party of the third part, his 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 the before granted land and premises they will warrant and forever defend against the lawful claims of all persons whomsoever.

The said James M. Howse who holds the office of Trustee for the said Equitable Building and Loan Association, shall be and remain the Trustee, under the provisions of this deed, and the title to the within conveyed land shall be vested in him only so long and during such time as he may hold the said office of Trustee. And whenever, at any time hereafter, any other person or corporation shall become the Trustee of said Equitable Building and Loan Association, by appointment or election by said Association, such person or corporation shall be the Trustee, with the title to said land, for the purpose of the trusts herein declared, vested in 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 who is or may be the Trustee for said Equitable Building and Loan Association, shall, while he holds the office of Trustee, be the Trustee under the provisions of this deed, with all the title, powers, duties, privileges and exemptions aforesaid, to the exclusion of the above named Trustee, and all and singular the person or persons who may have preceded him as such Trustee. And any act, deed or conveyance done or made by such Trustee for said Equitable Building and Loan Association, at any time within and in pursuance of the powers conferred on the Trustee above named, in his name as such Trustee under the recitals hereof, shall be conclusive evidence of his authority to do such act, or to make such deed or conveyance, the same as if named in the 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 Trustee, or any person acting in his stead as Trustee, as aforesaid.

BUT THE FOREGOING CONVEYANCE IS MADE IN TRUST, and to and for the following uses and purposes, to-wit: The said R. E. Matthews who is a member and stockholder of said Equitable 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, the sum of $ [illegible] the same being an advance payment of [illegible] share.. of the stock of said Equitable Building and Loan Association, owned by said R. E. Matthews who is liable to said Equitable Building and Loan Association for $ [illegible], payable each and every month, being the assessments or dues and premium on the said share.. of stock, and who is also further liable to said Equitable Building and Loan Association for interest at the rate of six per centum per annum on said sum of $ [illegible] 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 a full or par value thereof. The said R. E. Matthews agree to keep the houses and improvements on the within conveyed land insured against loss or damage by fire for the benefit of said Equitable 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 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 R. E. Matthews has 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 liens for taxes and assessments as aforesaid. And the said R. E. Matthews 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 Equitable Building and Loan Association against loss by reason of the aforementioned advance payment of said [illegible] share of stock, and also to give full assurance of their agreement to keep said houses and improvements insured and the taxes and assessments paid on said land as aforesaid. And in the event of their 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 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 a part thereof.

NOW, THEREFORE, if the said R. E. Matthews shall well and truly pay the aforementioned installments of interest and premium as the same become due and payable, and the dues on said [illegible] 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 reconvey the within described land and premises to said R. E. Matthews 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 R. E. Matthews 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 Equitable 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 Association, as now existing or which may be hereafter modified, then the said Trustee, or his successors 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 costs and expenses of executing this trust, including a reasonable compensation to said Trustee, or his successors as aforesaid, for 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 $ [illegible] the full or paid up value of said [illegible] share of stock, and all unpaid interest and premium accrued as hereinbefore provided, and all moneys said part.. of the first part may then owe said Association on any of the share of 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 and all premiums which said Association may have paid, by reason of the failure of said part.. of the first part to keep said houses and improvements insured, minus the actual value of said [illegible] share at the time of sale; lastly, the residue, if any there be, to the said R. E. Matthews; and in case of a sale the said R. E. Matthews & wife Carrie Matthews 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 $ [illegible] 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 James M. Howse Trustee, or his successors, under the provisions hereof, making oath or giving bond, as required by the laws of Tennessee, is hereby expressly waived.

IN WITNESS WHEREOF, said R. E. Matthews & wife Carrie Matthews have hereunto set their hand.. and seal.. this 17th day of December 1892

R. E. Matthews [SEAL]
Carrie Matthews [SEAL]
[SEAL]

STATE OF TENNESSEE—DAVIDSON COUNTY.

Personally appeared before me, E. J. Matthews Notary Public Clerk of the County Court of said County, the within named R. E. Matthews & wife Carrie Matthews the bargainor.., with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Carrie Matthews wife of the said R. E. Matthews having appeared before me, privately and apart from her husband the said Carrie Matthews 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 13 day of December 1892 E. J. Matthews Notary Public Clerk.

STATE OF TENNESSEE—DAVIDSON COUNTY.

REGISTER'S OFFICE, Dec 16 1892.

I, W. E. Cradwell Register of said County, do certify that the foregoing Deed and Certificate are registered in said office in Book No. 138 page 275 that they were received Dec 12 1892 at 2 45 o'clock P. M. and entered in Note Book 12 page 264

W. E. Cradwell Register