Binford Mrs et al To Trust Comm Ad. Tr.

Registered December 9th 1891

This Indenture, made and entered into by and between Annie L Worley Executrix of Elijah Embree Worley deced, and Mrs Annie L Binford, nee Annie L Worley and John L Binford her husband, and Kate Forest Worley, only devisees & heirs of the said E M Worley Decd, of the first part, and The West End Building and Savings Association of Nashville Tennessee, a body politic and corporate under the general laws of Tennessee, having its situs at Nashville, in the County of Davideon, and State of Tennessee, party of the second part, and H S Cowan Trustee of the City of Nashville Tennessee party of the third part. Witnesseth, That the said parties 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 Davideon County Tennessee towit. The north forty two (42) feet of Lot No 146 in the plan of McGavock recorded in Book R1 page 23 of the Registers Office of said Davideon County. Said Lot hereby conveyed fronts forty two (42) feet on east side of Polk Street, and runs back between parallel lines feet to an alley, and being the same conveyed to the said Conveyor by two Deeds as follows. The north thirty feet of said Lot by Alice B Smith to the said Annie L Worley Exrix by deed dated April 10th 1884 and registered in Book No 118 Page 14 of the Registers Office, and the remaining twelve feet by F O Cheatham by deed dated Oct 1st 1890 to the said Annie Lee Worley individually and now Annie L Binford. Said Deed is registered in Book No 146 page 477 of said Registers Office. 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 parties of the first part, for themselves 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 the said party of the third part as aforesaid; and that the aforegranted land and premises they will warrant and forever defend against the lawful claims of all persons whomsoever. The said H S Cowan, who holds the office of Trustee for the said West End Building and Savings 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 for said West End Building and Savings Association, by appointment or election by said Association, such person or corporation shall be the Trustee, with the title to said land, for



the purposes 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 West End Building and Savings 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 West End Building and Savings 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. But the foregoing conveyance is made in Trust, and to and for the following uses and purposes towit; The said Mrs Annie L Binford who is a member and stockholder of said West End Building and Savings Association, has received from it, as such member, under the Charter, Constitution, by laws and regulations of said West End Building and Savings Association, and subject to any future modification of such constitution, by laws and regulations, an advanced payment of Seven shares of the stock of the said West End Building and Savings Association, owned by her. The said Mrs Binford is liable to said West End Building and Savings Association for Fourteen Dollars payable each and every month, being the assessments or dues on the said shares of stock. And is also liable to said West End Building and Savings Association for interest at the rate of six per cent per annum on Fourteen Hundred Dollars, the amount said stock will be worth when fully paid up, which dues and interest are payable in monthly installments on the third Saturday in each and every month, to the Secretary of said West End Building and Savings Association, at its office in Nashville Tennessee, until said shares of stock attain to full or par value thereof. The said Annie L Binford agrees to keep the houses and improvements on the within conveyed land insured against loss or damage by fire, for the benefit of said West End 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 West End Building and Savings Association, in such amount, not exceeding the value of such said improvements, as said Board of Directors may from time to time require. And further agrees to pay the taxes, and all State County and municipal assessments on said land promptly, when the same comes due and payable, so as to keep said land free from incumbrances and liens for taxes and assessments, as aforesaid. And the said parties of the first part decree to secure and make certain the payment of said dues and interest so long as the same are payable as aforesaid, and to secure said West End Building and Savings Association against loss by reason of the aforementioned advance payment of said