bargained, sold and conveyed, and by these presents do alien, bargain, sell and convey unto the said party of the third part, and its successors and assigns, the following described lands, tenements and hereditaments, situated lying and being in the County of Davidson and State of Tennessee town. Lots Nos 32 & 33 in the Edgefield Land Company's first subdivision, a plan of said subdivision is on record in Plan Book 59 page 130 of the Register's Office for Davidson County Tennessee; said Lots 32 & 33 front fifty feet (50) and fifty (50) feet respectively on the south side of Shelby Avenue, and extend back between parallel lines One Hundred and fifty (150) feet to an alley. Being the same property conveyed to the said F W Kreider by the Edgefield Land Company by deed dated the 14th day of April 1890, and registered in Book No 1142 Page 59 of the Register's Office for Davidson County Tennessee, to which said deed reference is here made, and the same for all purposes 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 and its successors and assigns forever. And the said party of the first part, for himself his heirs executors and administrators, does 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. But the foregoing conveyance is made in trust, and to and for the following uses and purposes that is to say: The said F W Kreider who is a member and shareholder of said State Building and Savings 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 1½ shares of the stock of said State Building and Savings Association, owned by said F W Kreider, who is liable to said State Building and Savings Association for Three Dollars payable each and every month, being the assessments or dues and premium on the said shares of stock, and who is also liable to said State Building and Savings Association for interest at the rate of One Dollar per month per share of said stock, which dues, premium and interest are payable in monthly installments on the twentieth of each and every month to the Secretary of said Association at its office in Nashville, until said shares of stock attain to full or par value thereof. The said F W Webster agrees to keep the houses and improvements on the land conveyed hereby insured against loss or damage by fire for the benefit of said State 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 State Building and Savings 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 F W Kreider 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, and to keep said land free from incumbrances and liens for taxes and assessments aforesaid. And the said F W Kreider desires to secure and make certain the payment by him of said dues, premium and interest as long as the same are payable as aforesaid, and to secure said State Building and Savings Association against loss by reason of the aforementioned advance payment of said One and One Half shares of stock, and also to give full assurance of his agreement to keep said houses and improvements insured, and the taxes and assessments paid on said land as aforesaid. And in the event of his 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 authorizes and empowers the said State Building and Savings Association, to procure said policy and pay such taxes at his 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 F W Kreider shall well and truly pay the aforementioned installments of interest and premium as the same become due and payable, and the dues on said shares, and keep the said houses and improvements insured, and pay the taxes and assessments on said land, until said shares 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 F W Kreider at his 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 F W Kreider shall at any time before said shares are paid up, fail to pay any installment of interest or premium at the office of the Secretary of said State Building and Savings 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 State Building and Savings 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 & Trust Company Trustee, or its successor