This Indenture, Made and entered into by and between J.B. Spidell and Mrs C Spidell his wife

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 Davidson, and State of Tennessee, party of the second part, and H.J. 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 Nashville Davidson County, Tennessee, to wit:

parts of Lots Nos 2 of Subdivision of Lot 15 Paynes Addition to Edgefield and Lot 51 on Morrow Addition and particularly described as follows: Beginning at a point on the South margin of Pk 16 foot Alley and the N.E. Corner of said Lot No 2 and Running thence Westwardly with the South Margin of said alley fifty (50) feet to a stake, thence Southwardly 170 feet ± to Russell Street, thence Eastwardly with said Russell Street fifty (50) feet to the South East corner of Lot No 2, thence Northwardly 170 feet ± to the beginning and being the same property conveyed to the said J.B. Spidell by deed of John C Kennedy wife bearing date Oct 16, 1893 and registered in Book No = page =

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 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 the said party of the third part, as aforesaid; and that the aforegranted land and premises ____ will warrant and forever defend against the lawful claims of all persons whomsoever.

The said H.J. 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, to wit: The said J.B. Spidell 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 ____ shares of the stock of the said West End Building and Savings Association, owned by them

The said J.B. Spidell is liable to said West End Building and Savings Association for Twenty 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 Two Thousand 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 the 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 J.B. Spidell 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 houses and 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 part of the first part desire 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 shares of stock; and also to give full assurance of the agreement to keep said houses and improvements insured and the taxes and assessments paid on said land as aforesaid. And in the event of 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 part of the first part hereby authorize and empower the said West End Building and Savings 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.B. Spidell shall well and truly pay the aforementioned installments of interest 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 lands 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, upon payment of the expenses thereof, and the said shares of stock shall be cancelled and cease to exist.

But, If the said J.B. Spidell shall at any time before said shares are paid up, fail to pay any installment of interest at the office of said Secretary of said Association, or shall fail to keep said houses and improvements insured, as aforesaid, or pay the dues as the same become payable on said shares of stock, 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 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 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 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 the costs and expenses of executing this trust, including a reasonable compensation to said Trustee, or his successor 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 $2000 the full or paid up value of said shares of stock, and all unpaid interest accrued, as hereinbefore provided, and all moneys that may then be due the said West End Building and Savings Association on said shares of stock thereof, and to the payment of all taxes and assessments on said land paid by said West End Building and Savings Association, or which may then be due and unpaid, and to the payment of any and all premiums which said West End Building and Savings Association may have paid, by reason of the failure to keep said houses and improvements insured, minus the actual value of said shares at the time of the sale; lastly, the residue, if any there be, to the said J.B. Spidell; and in case of a sale, the said part of the first part waive and surrender all right and equity of redemption, homestead exemption and right of dower in and to said land and premises; 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 in privity shall be and become the tenant or tenants of the purchaser, holding from month to month, at a rental of $ 50 per month, payable to such purchaser monthly in advance, commencing on 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 his successor as Trustee. Said Trustee is fully empowered to make a good and sufficient deed to said property to the purchaser with covenants of general warranty.

And the necessity of the said Trustee, or his 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 parties of the first part have hereunto set their hands and seals, this 23 day of Oct 1893

[SEAL.] J.B. Spidell [SEAL.]

[SEAL.] C. Spidell [SEAL.]

THE STATE OF TENNESSEE, Davidson COUNTY. Personally appeared before me Sandford Duncan Notary Public Clerk of the ~~County Court~~ of said County, the within named J.B. Spidell and C. Spidell the bargainors with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purpose therein contained.

And C. Spidell wife of the said J.B. Spidell having personally appeared before me, privately and apart from her husband, the said C. Spidell acknowledged the execution of the said instrument to have been done by her freely, voluntarily and understandingly, without compulsion or constraint of her said husband, and for the purposes therein expressed.

Witness my hand, at office, this 23rd day of October, 1893 Sandford Duncan Notary Public CLERK.

STATE OF TENNESSEE, DAVIDSON COUNTY. I, W E Chadwell, Register of said County, do hereby certify that the within Deed of Trust with acknowledgment certificate and thereon was filed in my office for registration on the 23 day of Oct, 1893, at 11 36 o'clock A M., and so noted in Note Book No. 13, on page 42, and was duly registered this day in Book of Trust Deeds, etc., No. 167, on page 84 and following.

Witness my hand, at office, this 14 day of Nov, 1893 W E Chadwell REGISTER.

The within deed executed from Jno Lewis Boyd to Mrs C Spidell conveying Lot No 2 in Subdivision of Lot No 15 Paynes Addition to Edgefield and Lot No 51 on Morrow Addition and particularly described in said deed, and also the within deed of trust executed from J.B. Spidell and wife to H.J. Cowan Trustee for the West End Building & Savings Association to secure the payment of $1400.00 and interest as therein stated, were received for record on the 14th day of Nov 1893 at 3 o'clock P.M. and duly recorded in Book 167 page 84 &c. Witness my hand this 15th day of Nov 1893 W E Chadwell Register By W.F. Rooney D.C.

The West End Building & Savings Association By W.F. Rooney Sec.

This Indenture, Made and entered into by and between S.A. Smith and Mrs Ella F. Smith his wife

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 Davidson, and State of Tennessee, party of the second part, and H.J. Cowan 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 4th Civil District Davidson County, Tennessee, to wit:

Lot No 2 in A.W. Wills Subdivision of Lot 40 in John Bayds Cockrill Spring Tract recorded in Book No 57 page 114 of the Registers Office D C Said Lot 2 fronts Forty (40) feet on North side of Boston Avenue and from that front runs back between parallel lines 140 feet to an alley and being the same Lot conveyed to the said S.A. Smith by deed of A.W. Wills wife bearing date June 2, 1890 and registered in Book No. 139 page 183 of said Registers Office 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 themselves their heirs, executors and administrators, do ____ covenant and agree to and with said party of the third part, his successors or assigns, that the said S.A. Smith 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 ____ will warrant and forever defend against the lawful claims of all persons whomsoever.

The said H.J. 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, to wit: The said S.A. Smith 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 two shares of the stock of the said West End Building and Savings Association, owned by them

The said S.A. Smith is liable to said West End Building and Savings Association for Four 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 Two 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 the 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 S.A. Smith 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 houses and 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 part of the first part desire 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 shares of stock; and also to give full assurance of the agreement to keep said houses and improvements insured and the taxes and assessments paid on said land as aforesaid. And in the event of 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 part of the first part hereby authorize and empower the said West End Building and Savings 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 S.A. Smith shall well and truly pay the aforementioned installments of interest 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 lands 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, upon payment of the expenses thereof, and the said shares of stock shall be cancelled and cease to exist.

But, If the said S.A. Smith shall at any time before said shares are paid up, fail to pay any installment of interest at the office of said Secretary of said Association, or shall fail to keep said houses and improvements insured, as aforesaid, or pay the dues as the same become payable on said shares of stock, 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 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 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 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 the costs and expenses of executing this trust, including a reasonable compensation to said Trustee, or his successor 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 $ 400 the full or paid up value of said shares of stock, and all unpaid interest accrued, as hereinbefore provided, and all moneys that may then be due the said West End Building and Savings Association on said shares of stock thereof, and to the payment of all taxes and assessments on said land paid by said West End Building and Savings Association, or which may then be due and unpaid, and to the payment of any and all premiums which said West End Building and Savings Association may have paid, by reason of the failure to keep said houses and improvements insured, minus the actual value of said shares at the time of the sale; lastly, the residue, if any there be, to the said S.A. Smith; and in case of a sale, the said part of the first part waive and surrender all right and equity of redemption, homestead exemption and right of dower in and to said land and premises; 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 in privity shall be and become the tenant or tenants of the purchaser, holding from month to month, at a rental of $ 6.00 per month, payable to such purchaser monthly in advance, commencing on 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 his successor as Trustee. Said Trustee is fully empowered to make a good and sufficient deed to said property to the purchaser with covenants of general warranty.

And the necessity of the said Trustee, or his 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 part of the first part have hereunto set their hand and seal, this 27 day of November 1893

[SEAL.] S.A. Smith [SEAL.]

[SEAL.] Mrs Ella F. Smith [SEAL.]

THE STATE OF TENNESSEE, COUNTY. Personally appeared before me J.W. Dwyer D.C. Clerk of the County Court of said County, the within named S.A. Smith wife and Mrs Ella F. Smith the bargainors with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purpose therein contained.

And Mrs Ella F. Smith wife of the said S.A. Smith having personally appeared before me, privately and apart from her husband, the said Mrs Ella F. Smith acknowledged the execution of the said instrument to have been done by her freely, voluntarily and understandingly, without compulsion or constraint of her said husband, and for the purposes therein expressed.

Witness my hand, at office, this 27 day of Nov, 1893 J.W. Dwyer D.C. CLERK.

STATE OF TENNESSEE, DAVIDSON COUNTY. I, W E Chadwell, Register of said County, do hereby certify that the within Deed of Trust with acknowledgment certificate and thereon was filed in my office for registration on the 27 day of Nov, 1893, at 12 45 o'clock P M., and so noted in Note Book No. 13, on page 55, and was duly registered this day in Book of Trust Deeds, etc., No. 167, on page 85 and following.

Witness my hand, at office, this 7 day of Dec, 1893 W E Chadwell REGISTER.

The within deed executed from Jno Lewis Boyd to Mrs C Spidell conveying Lot No 2 in Subdivision of Lot No 15 Paynes Addition to Edgefield and Lot No 51 on Morrow Addition and particularly described in said deed, and also the within deed of trust executed from J.B. Spidell and wife to H.J. Cowan Trustee for the West End Building & Savings Association to secure the payment of $1400.00 and interest as therein stated, were received for record on the 14th day of Nov 1893 at 3 o'clock P.M. and duly recorded in Book 167 page 84 &c. Witness my hand this 15th day of Nov 1893 W E Chadwell Register By W.F. Rooney D.C.

The West End Building & Savings Association By W.F. Rooney Sec.

The within deed executed from S.A. Smith and wife to H.J. Cowan Trustee for the West End Building & Savings Association to secure the payment of $400.00 and interest as therein stated, was received for record on the 27th day of Nov 1893 at 12 45 o'clock P.M. and duly recorded in Book 167 page 85 &c. Witness my hand this 7th day of Dec 1893 W E Chadwell Register By W.F. Rooney D.C.

The West End Building & Savings Association By W.F. Rooney Sec.