**This Indenture,** Made and entered into by and between Mrs. Gennettie Griggs, a widow.

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 R. S. Cowan Trustee, of the City of Nashville, Tennessee, party of the third part,

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of one dollar to her in hand paid by the said party of the third part, the receipt whereof is hereby acknowledged, and the matters hereinafter specified, has 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 127 & 128 in McGavock's Homestead Addition to Nashville fronting Forty (40) feet on the South side of Cheatham Street and from that front running back between parallel lines one hundred and ten and one half (110½) feet and more particularly described as follows, to-wit: Beginning at a point in the Southern margin of said Cheatham Street eighty (80) feet Westerly from Hamburg Street running thence West with said Cheatham Street forty (40) feet to a point; thence from that front back between parallel lines 110½ feet and being part of the same property conveyed to Gennettie Griggs by Dallas Bache Jr. and wife by deed bearing date Feby 11 1897 and registered in Book 220 page 55 of the Register's Office, D.C. Said lot has a dwelling house upon it, being City No. 815 Cheatham Street

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 y of the first part, for herself, her heirs, executors and administrators, do ____ covenant and agree to and with said party of the third part, his successors or assigns, that She is lawfully seized in fee of the aforegranted land and premises; that the same are free from all incumbrances ____; that she has 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 She will warrant and forever defend against the lawful claims of all persons whomsoever.

The said R. 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, to wit: The said Mrs. Gennettie Griggs 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 One shares of the stock of the said West End Building and Savings Association, owned by her (No 22).

The said Mrs. Gennettie Griggs is liable to said West End Building and Savings Association for Two Hundred ($200) 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 ($200) 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 Mrs. Gennettie Griggs 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 y 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 y 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 her 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 Mrs. Gennettie Griggs 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 Mrs. Gennettie Griggs 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 $1000.00 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 Mrs. Gennettie Griggs; and in case of a sale, the said part y 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 y 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 $.90 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 y of the first part ha s hereunto set her hand and seal, this 22nd day of April 1895.

[SEAL.] Gennettie Griggs [SEAL.]

[SEAL.] [SEAL.]

THE STATE OF TENNESSEE, Davidson COUNTY. Personally appeared before me P. G. Brown Jr. a Notary Public in and for said County and State, the within named Mrs. Gennettie Griggs the bargainor who with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purpose therein contained.

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

Witness my hand, and seal, at Nashville Tennessee, this 23 day of April 1895. P. G. Brown Jr. Notary Public

STATE OF TENNESSEE, DAVIDSON COUNTY. I, J. B. Armstrong, Register of said County, do hereby certify that the within Deed of Trust with Notary Seal certificate and thereon was filed in my office for registration on the 23rd day of April, 1895, at 1.55 o'clock P. M., and so noted in Note Book No. 15, on page 302, and was duly registered this day in Book of Trust Deeds, etc., No. 167, on page 192 and following.

Witness my hand, at office, this 9th day of May, 1895. J. B. Armstrong REGISTER. By F. B. Blair Dep Reg



**This Indenture,** Made and entered into by and between John A. White and Leggie D. White 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 R. S. Cowan, Trustee, of the City of Nashville, Tennessee, party of the third part,

WITNESSETH: That the said part ies 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:

Situated on the S. E. corner of Hazel & University Streets and more particularly described as follows: Beginning at the corner of said Streets and running thence Eastwardly along the Southward margin of Hazel Street 37 feet; thence at right angles Southwardly and parallel with University Street 132 feet more or less to an alley; thence Westwardly with said alley 37 feet more or less to said University Street 132 feet more or less to the beginning, and being the same property which was conveyed to John A. White by R. L. Pybass, by deed dated June 2, 1892 and registered in Book 165 Page 492 of the Register's 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 ies 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 they will warrant and forever defend against the lawful claims of all persons whomsoever.

The said R. 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, to wit: The said John A. White & wife 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 Five (5) shares of the stock of the said West End Building and Savings Association, owned by them.

The said John A. White & wife is liable to said West End Building and Savings Association for Ten $10.00 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 One Thousand ($1000.00) 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 John A. White 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 ies 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 ies 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 John A. White 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 John A. White 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 $1000.00 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 John A. White; and in case of a sale, the said part ies 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 ies 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 $15.00 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 ies of the first part ha ve hereunto set their hand and seal s this 24th day of January 1899.

[SEAL.] John A. White [SEAL.]

[SEAL.] Leggie D. White [SEAL.]

THE STATE OF TENNESSEE, Davidson COUNTY. Personally appeared before me T. C. Bryan Notary Public for ~~County Court~~ State of said County, the within named John A. White and Leggie D. White, his wife the bargainor s with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purpose therein contained.

And Leggie D. White wife of the said John A. White having personally appeared before me, privately and apart from her husband, the said Leggie D. White, 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 25th day of January, 1899. T. C. Bryan Notary Public ~~County~~.

STATE OF TENNESSEE, DAVIDSON COUNTY. I, Jas. M. Goodloe, Register of said County, do hereby certify that the within Deed of Trust with Notary Seal certificate and thereon was filed in my office for registration on the 25th day of January, 1899, at 11.45 o'clock A. M., and so noted in Note Book No. 16, on page 42, and was duly registered this day in Book of Trust Deeds, etc., No. 167, on page 193 and following.

Witness my hand, at office, this 25th day of January, 1899. Jas. M. Goodloe REGISTER. By T. F. Steadman Dep Reg