THIS INDENTURE, Made and entered into by and between W. J. Bennett and wife Elizabeth Bennett of the first part, and THE NORTH NASHVILLE 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 M. F. Rooney, 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, Tenn, Davidson County, Tennessee, to wit:

A Lot beginning at a point on Berry Street 50 feet from the N.E. corner of Berry & North Second Streets; and running East with the margin of Berry Street 35⅓ feet; thence at right angles 175 feet more or less, to an alley; thence at right angles on the margin of said alley, Westwardly 35⅓ feet; thence at right angles Southwardly 175 feet, more or less, to the beginning point on Berry Street and being the same property conveyed to W. J. Bennett by deed of F. N. Watkins and wife by deed dated Aug 4, 1894, and registered in Book 200, page 491 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 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 M. F. Rooney, who holds the office of Trustee for the said North Nashville 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 North Nashville 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 North Nashville 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 North Nashville 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 W. J. Bennett who is a member and stockholder of said North Nashville Building and Savings Association has received from it, as such member under the charter, constitution, by-laws and regulations of said North Nashville Building and Savings Association, and subject to any future modification of such constitution, by-laws and regulations, an advance payment of four (4) shares of the stock of the said North Nashville Building and Savings Association, owned by them. The said W. J. Bennett is liable to said North Nashville Building and Savings Association for Eight ($8.) Dollars, payable each and every month, being the assessments or dues on the said shares of stock. And is also liable to said North Nashville Building and Savings Association for interest at the rate of six per cent. per annum on Eight Hundred ($800.) Dollars, the amount said stock will be worth when fully paid up, which dues and interest are payable in monthly installments on the second Monday in each and every month, to the Secretary of said North Nashville Building and Savings Association, at its office in Nashville, Tennessee, until said shares of stock attain to full or par value thereof. The said W. J. Bennett agrees to keep the houses and improvements on the within conveyed land insured against loss or damage by fire, for the benefit of said North Nashville 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 North Nashville 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 agree 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 parties 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 North Nashville 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 parties of the first part hereby authorize and empower the said North Nashville 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 W. J. Bennett 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 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, upon payment of the expenses thereof, and the said shares of stock shall be canceled and cease to exist.

But, if the said W. J. Bennett 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 by weekly advertisement 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 fee 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 $ 800 ——— 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 North Nashville Building and Savings Association on said shares of the stock thereof, and to the payment of all taxes and assessments on said land paid by said North Nashville Building and Savings Association, or which may then be due and unpaid, and to the payment of any and all premiums which said North Nashville 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 W. J. Bennett; and in case of a sale, the said parties of the first part waive and surrender all right and equity of redemption or repurchase of said land and premises; homestead exemption and right of dower in and to same, and from the conveyance of said land under such sale by the delivery of the deed to the purchaser, said parties 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 $12 00 ——— 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. 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.

And the necessity of 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 22nd day of April, 1897.

Mrs. Elizabeth Bennett (Seal.)

W. J. Bennett (Seal.)

(Seal.)

State of Tennessee
Davidson County } Personally appeared before me, Jake Levine, a Notary Public in and for said County and State, the within named W. J. Bennett the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. And Mrs. Elizabeth Bennett wife of the said W. J. Bennett having personally appeared before me, privately and apart from her husband, the said W. J. Bennett acknowledged the execution of said instrument to have been done by her freely voluntarily, and understandly without compulsion or constraint from said husband and for the purposes therein expressed. Witness my hand and official seal at Nashville, Tennessee this 24th day of April 1897.

(Seal) Jake Levine Notary Public.

(Rec'd April 24, 1897 at 1:54 P.M.)

STATE OF TENNESSEE, DAVIDSON COUNTY

I, J. B. Armstrong, Notary & Seal, Register of said County, do hereby certify that the within Deed of Trust with certificate and Seal thereon was filed in my office for registration on the 24 day of April 1897 at 1:57 o'clock P.M., and so noted in Note Book No. 15 on page 85, and was duly registered this day in Book of Trust Deeds, &c., No. 192 on page 75 and following.

Witness my hand, at office, this 3rd day of May 1897.

J. B. Armstrong Register.

By E. B. Blair Dep.