of said State party of the second part, Witnesseth: That for and in consideration of the sum of ($700.00) Seven Hundred Dollars, paid and agreed to be paid by the party of the second part to the party of the first part as hereinafter expressed, the party of the first part hereby sells, transfers, and conveys to the said Miss Kate McCormack party of the second part her heirs and assigns, forever, the following tract or parcel of land, situated and being in the City of Nashville, County of Davidson and State aforesaid, and particularly described as follows: Being Lot No. 21 in McMillin's subdivision of the old State Penitentiary land and described as follows:- Fronting 50 feet on the West side of Stonewall Street, and running back Northwardly between parallel lines 100 feet to a 12 foot alley. For plan of said Lot see Book 161 Page 119 Register's Office, Davidson County, Tennessee. And the Conveyor, the State of Tennessee, does Covenant with the Purchaser, Miss. Kate McCormack, that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that same is unincumbered, and the said State of Tennessee does further Covenant and bind itself to warrant and defend the title to said land to said Miss Kate McCormack, her heirs and assigns forever against all lawful claims of all persons Whomsoever. To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Miss Kate McCormack her heirs and assigns, forever. The Consideration aforesaid paid and agreed to be paid for said land by the party of the second part to the party of the first part, coupled with the conditions hereinafter set out, is as follows, Viz: The party of the second part has this day paid said party of the first part ($140.00) One Hundred and forty Dollars in Cash, the receipt of which payment is here acknowledged, and for the balance of said Consideration said party of the second part has executed and delivered to the party of the first part her five promissory notes, all of even date herewith, and in amounts as follows: One Hundred and twelve Dollars each, payable to the order of the State of Tennessee, and due respectively in one, two, three, four and five Years after date. All said notes bear interest from date until paid at the rate of five (5) per cent. per annum, payable semi-annually from date, and to secure their payment, in addition to the other conditions of this instrument, a lein is expressly retained herein on the parcel of land for which they or either of them are executed. That is to say, said five notes, for $112.00 each, are a lein on said Lot No 21 until all and every of them are paid. But the conveyance is also made upon the following condition, which are a part of the consideration hereof, and without which this Conveyance would not be made, that is to say, the party of the first part accepts the notes of the party of the second part, and the party of the second part executed and delivered said notes to the party of the first part as the deferred purchase money for said tract or parcel of land, with the expressed and mutual agreement of both. That the party of the second part owned in this instrument, and for and in consideration of the party of the first part accepting her notes as aforesaid, does, transfer, and convey all and every the right, title, claim and interest, she has in and to said tract or parcel of land acquired herein, to Rean E. Foster, State Treasurer, as Trustee, and his successors, in trust forever. And in compliance with this agreement, which is part

Filed & Examined for Record this 2nd day of April 1906. Rean Foster State Treasurer

Whereas the party of the second part in the foregoing deed has executed and delivered to the party of the first part five promissory notes, all of even date herewith, and in amounts as follows: One Hundred and twelve Dollars each, payable to the order of the State of Tennessee, and due respectively in one, two, three, four and five Years after date. All said notes bear interest from date until paid at the rate of five (5) per cent. per annum, payable semi-annually from date, and to secure their payment, in addition to the other conditions of this instrument, a lein is expressly retained herein on the parcel of land for which they or either of them are executed. That is to say, said five notes, for $112.00 each, are a lein on said Lot No 21 until all and every of them are paid. But the conveyance is also made upon the following condition, which are a part of the consideration hereof, and without which this Conveyance would not be made, that is to say, the party of the first part accepts the notes of the party of the second part, and the party of the second part executed and delivered said notes to the party of the first part as the deferred purchase money for said tract or parcel of land, with the expressed and mutual agreement of both. That the party of the second part owned in this instrument, and for and in consideration of the party of the first part accepting her notes as aforesaid, does, transfer, and convey all and every the right, title, claim and interest, she has in and to said tract or parcel of land acquired herein, to Rean E. Foster, State Treasurer, as Trustee, and his successors, in trust forever. And in compliance with this agreement, which is part

of the consideration hereof, as hereinabove stated, the party of the second part does hereby sell, transfer, and convey unto the said Rean E. Foster, State Treasurer, as Trustee and his successors in office, forever, all her right, title, claim and interest in and to said tract or parcel of land herein above described. But this conveyance is made to said Rean E. Foster, State Treasurer, as Trustee, for the following purposes, and none other viz: The said Miss Kate McCormack, her heirs and assigns, Covenant and agree with the party of the first part to pay all and every said notes, together with the interest thereon, at the maturity thereof, respectively, and also pay all taxes and assessments lein upon said tract or parcel of land within the time and as required by law. Now therefore, if the party of the second part shall pay the interest upon all said notes and the principal of each of said notes as the same matures, and shall pay all taxes and assessments that may be levied against said tract or parcel of land within the time required by law, then this conveyance to said Rean E. Foster, State Treasurer, as Trustee, shall be null and void and of no effect. But if the party of the second part shall fail to pay said interest or the principal of said notes at the maturity thereof, or fail to pay and discharge all taxes and assessments on said tract or parcel of land within the time required by law, then this conveyance to the said Rean E. Foster, State Treasurer, as Trustee, shall be and remain in full force and effect, and the whole of principal and interest due on all or any of said Notes, or any balance thereof at the time such default in the payment of the amount due then on is made, or default made in payment of assessments or taxes, shall at the discretion of the party of the first part, be deemed due and payable, without notice to the party of the second part; and the said Rean E. Foster, State Treasurer, as such Trustee, or his successor or successors in trust, is hereby authorized and empowered, after giving thirty (30) days notice by four publications, made one time each week, in some newspaper published in Davidson County, Tennessee, to sell said property at the Court-House door in said State and County, to the highest bidder, for cash, free from equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and said Trustee, or his successor or successors, shall make a deed to the purchaser, the owner of either or all of said Notes may bid at any sale made under this Conveyance. It appears That the said Trustee, or his successor or successors in office, may, at any time after default of any part of any of said notes aforesaid as the same fall due, enter and take possession of said property, and shall account only for net rents received by him. In case of sale, as hereinbefore authorized, the proceeds of sale by the Trustee as follows: First, To the payment of any and all taxes and assessments that may be a lein on said premises. Second- To the payment of all necessary expenses, charges, and costs of executing this trust and the sale thereunder, including attorney's fee. Third- To the payment and satisfaction of the purchase money remaining unpaid on the lots or parcels of land thus sold by said Trustee. Fourth- To pay the residue, if any there be, to the said Miss Kate McCormack or her representatives. And in case of such sale, the said Trustee, or his successor or successors in trust, is authorized to make and execute a deed to the purchaser or purchasers, his, her, or their heirs and assigns. And the said party of the second part, for her heirs