and the power vested in me by said deed of trust, and in consideration of the sum of Eight Hundred and eighty ($880.00) Dollars to me in hand paid, the receipt whereof is hereby acknowledged, I, Arthur Westphal, as Trustee as aforesaid, do hereby convey and transfer to the said Chas. F. Parmele and wife, Bertha A. Parmele, their heirs and assigns forever, all the right, title and estate vested in me by said deed of trust to the above described land.

To Have and To Hold to the said Chas. F. Parmele and Bertha A. Parmele, their heirs and assigns forever. I do hereby transfer and assign to the said grantees herein, their heirs and assigns all the right and benefit of the covenant and warranty in said deed of trust to me contained in as full and ample a manner under it as I can or should take, but I convey and assign as trustee and not otherwise. Witness my signature, this 12th day of April, 1910. Art. Westphal, Trustee.

State of Tennessee,
County of Davidson.

Personally appeared before me, Wm. L. Tally, a Notary Public in and for said County and State, the within named Arthur Westphal, Trustee, the bargainor, with whom I am personally acquainted and who acknowledged that ~~it~~ he executed the within instrument for the purposes therein contained. Witness my hand and official seal, at Nashville, Tennessee, this 12th day of April, 1910. (SEAL) Wm. L. Talley, Notary Public.

Received April 13th, 1910, at 1.10 P. M.
Recorded April 18th, 1910.

No. 26980, H. H. Grizzard, Tr. To Deed W. T. Scivally.

For and in consideration of the sum of $600.00, Six Hundred Dollars, of which $200.00, Two Hundred Dollars has been paid in cash by W. T. Scivally, the receipt of which is hereby acknowledged, and for the remainder, $400.00, Four Hundred Dollars, the said W. T. Scivally has executed forty (40) promissory notes of even date for $10.00, Ten Dollars each, payable on or before the 8th day of each month, the first of which falls due April 8th, 1910, and the remainder falling due on the 8th day of each month until all have been paid. Purchaser to assume the taxes for 1910, all of said notes bearing six per cent interest from date, and to secure the payment of said notes, principal and interest, a lien is expressly retained on the land herein conveyed, H. H. Grizzard, Trustee for Mrs. Mollie E. Grizzard and Mollie E. Grizzard, (a widow), have this day bargained and sold and do hereby transfer and convey unto the said W. T. Scivally, his heirs and assigns, certain real estate in Davidson County as follows: Lots Nos. 118, 119, 120 and 121, in the subdivision of the Overhill City Land Company and W. H. Fox in the 9th Civil District of Davidson County Tenn., a plan of which is of record in plan Book No. 332, page 21, R.O.D.C. Tenn. Lot No. 118 fronts (56) Fifty Six feet and 119, 120 and 121 front (50) fifty feet each on the westerly side of Foster Ave. and extend back (150) One Hundred and Fifty feet to an alley, (between parallel lines), and being the same lotsconveyed to H. H. Grizzard, Trustee, by Oscar S. Smithson, Minnie M. Smithson, Jennie M. Camp, Wm. Camp, Overhill City Land Co.)by J. E. Thompson, Pres.)(Co. has no seal) June 1st, 1909, and recorded in R.O.D.C. Tenn. Book 368, page 447. To Have and to Hold said real estate with the appurtenances, estate, title and interest thereto belonging, to the said W. T. Scivally, his heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, ahave a good right to convey it and that the same is unencumbered. We further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to said real estate, to said W. T. Scivally, his heirs and assigns, against the lawful claims of all persons. And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unneccessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar to me in hand paid, I, the said W. T. Scivally do hereby transfer and convey unto M. F. Fry, Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title and interest therete belonging, for the purposes aforesaid only. I, the said W. T. Scivally do hereby agree to keep all buildings now owned, or to be hereafter erected on said property insured in some reliable fire insurance company or companies for at least the sum of

$, until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. I further agree to keep the improvements on the property in good repair and preservation, and to pay all taxes and assessments therein and to pay them when due; and in case fail to do either, then the said trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if I, the said W. T. Scivally, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided; I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums with interest, so expended by said trustee, or lawful owner and holder of said notes within sixty days from date of such payment, this trust conveyance shall remain in full force and effett and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the Court House in said County, to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. I agree that the trustee may, at any time after default in the payment of any one of the said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows: 1st. To the payment of all costs, charges, and expences of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expences of any such litigation. 2nd. To the payment of all taxes which may be unpaid on said premises. 3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property as herein authorized. 4th. The residue, if any, will be paid to W. T. Scivally, his representatives or assigns. In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to M. F. Fry, Trustee, shall be vested in said successor. Said Trustee shall execute this trust without being required to give bond and he shall not be required to file any account or settlement in relation to his trusteeship. In Witness Whereof, we, the said H. H. Grizzard, Trustee for Mrs. Mollie E. Grizzard and Mollie E. Grizzard (widow) and W. T. Scivally, hereunto set our hands at Nashville, Tenn. Tennessee, this the 8th day of March, 1910.

H. H. Grizzard. Trustee.
Mollie E. Grizzard,
W. T. Scivally.