described as Lot No 2 in the division of Joseph D. Hamilton's lands, as shown by plat in Book 30, Page 379 in the Registers Office of Davidson County. To have and to hold the said above described and granted premises, together with all improvements, rights, privileges and appurtenances thereunto in anywise belonging, unto him the said party of the second part, his heirs and afsigns forever. On trust. Nevertheless, for the following purposes: Whereas the said parties of the first part have become, with Thos. H. Hamilton, joint drawers of a note for thirteen hundred and fourteen 8.58/100 Dollars, dated, 1872 and due twelve months after Date, payable to the order of O. E. Gaskin, Trustee; And whereas, For the further securing of the said indebtedness, the said parties of the first part hath agreed and doth by these presents for their heirs and afsigns covenant and agree to and with the said party of the second part, as trustee, and for the benefit of said party of the third part and their afsigns. holder or holders of the said promissory notes above described or either of them as follows; That all general and special taxes heretofore levied, imposed or afsessed upon said granted premises and now due, are fully paid and discharged: And, further, that the said covenanters pending this trust, shall and will promptly pay and discharge as and when due and payable respectively, all and singular, such taxes, levies or assessments as may or shall be by any lawful authority whatsoever levied, afsessed or imposed thereon, or against any part thereof: and, further, it being further understood and agreed, that in the event of default at any time by said covenanters in payment as above agreed for, of any sum due or payable for taxes &c. or for such insurance, then such sum or sums may be in = or their option, advanced and paid by said party of the third part or afsigns, holder or holders of said promissory notes, or either of them; in which case the sum or sums so advanced and paid shall be a further debt, also secured by these presents, and which shall be repaid on demand by said the parties of the first part, their representatives or afsigns, to the person or persons advancing the same, together with interest thereon at the rate of ten per centum per annum from date of such advance till repaid: Now, Therefore, if the said parties of the first part, their representatives or afsigns, shall well and truly pay, or cause to be paid, unto the holder or holders thereof respectively, all and singular the said promissory notes above mentioned, at maturity thereof, respectively, according to the tenor of the same, and shall well and truly keep and perform all and singular the several covenants and agreements herein before set forth, then the trust shall cease and be void: and the property hereinbefore conveyed shall be released at the cost of said parties of the first part: but if either one of said notes, or any part thereof, be not so paid at maturity according to the tenor of the same, or if default be made in due fulfillment of said covenants and agreements, or either of them, then this conveyance shall remain in force, and the said party of the second part (whether acting in person or by authority attorney in fact thereunto authorized under seal), or in case of his death, his successor in this trust may proceed to sell the property hereinbefore conveyed, or any part thereof, at public vendue, or outcry, at the City of Nashville, at the Court House, to the highest