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in hand paid, the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto Col. Thos B. Johnson, the following described Real Estate, to wit: Twenty acres of land, with all and singular the hereditaments, appurtenances and fixtures thereunto belonging, Situate in Davidson County, in the State of Tennessee, on the Chattanooga Rail Road, four miles southeast from Nashville, on the waters of Mill Creek: bounded on the north by the lands of Maj Frank Goff; on the east and south by the lands of Alfred Gregory; and on the West by the lands of Thos. B. Johnson and Wm Hall, To have and to hold to the said Thos. B. Johnson, or his legal representatives, forever In Trust, however, and upon the following conditions, to wit: 1st That the said Col. B. Johnson, as such Trustee, shall rent the said real estate kindly conveyed to him and of the rental money received therefor, pay all repairs on said property yearly, and the residue, if any, devote first, to the payment of all taxes upon said property; and then if there should still be a balance in his hands, apply it to the payment of the Charges due upon this trust, placing a credit for the same hereon: 2nd That if said notes above described or any part thereof shall remain due and unpaid at the maturity thereof, then the said Thos. B. Johnson, or his legal representatives, shall, at the direction of the said Robert Bell, administrator as aforesaid, or his legal representative, after giving notice for thirty days in some newspaper with good circulation published in the City of Nashville, in said County describing said property, time, place and terms of sale, sell to the highest bidder, for cash, at the Court House door, in said City of Nashville and County of Davidson, in the State of Tennessee, at public outcry, so much of said property as will be sufficient to discharge the amount due on the matured one of said notes and the costs of sale &c; and upon the payment of the purchase money for the property sold, make and convey to the purchasers thereof a good and sufficient deed therefor of all the right and title in the same that ever in us vested: and 3rd, after both of said notes are paid off and fully discharged, and all the costs of this trust, then if there should remain in the hands of said Trustee, or his legal representative, any of said property not sold to pay the same, to reconvey said unsold property to said or his legal representative: this instrument then to be null and void: 3rd That if a sale of part of said property takes place to satisfy the first of said notes, the remainder shall to secure the other, subject to sale as hereinbefore stipulated: 4th That whenever said Trustee shall have in his hands any money to appropriate to the payment of said notes, or whenever a payment on the same shall be made, the credit therefor shall be entered upon the first or the one of said notes which first falls due, until it is paid and discharged in in full: afterward upon the second, Witness our hands and seal, this 22nd day of August, 1872.

(Rev 1st U. S. Int)

E. D. Stephenson (Seal) M. J. Stephenson (Seal)

The State of Alabama, Morgan County } I, Christopher C. Keesmith a Notary Public in and for said County and State of Alabama, do hereby certify

that E. D. Stephenson and M. J. Stephenson (his wife) who are known to me, and whose names are signed to the foregoing conveyance acknowledged before me, this day, that, being informed of the contents thereof, they freely and voluntarily signed and executed the same on the day the same bears date for the uses and purposes therein set forth; and, further, that the said M. J. Stephenson, being examined by me apart from her said husband, the said E. D. Stephenson, said on oath that she signed the same for the ~~for the~~ uses and purposes therein set forth, with her own free will and accord and without the fear or compulsion of her said husband. Witness my hand, this August 22nd 1872. Christopher C. Keesmith Notary Public.

(1.00 Ala State Tax)

(Rec'd Dec 9th 1872. at 3 45 P. M.)

Registered Dec 12th 1872.

Mary D. Dabbs to Robt Bell (Admr) Vol 3 Mortgage

Know all men by these presents, That I, Mary D. Dabbs, of the County of Morgan, and State of Alabama, do hereby sell and convey to Robert Bell, Administrator of the estate of Benjamin Ferguson, Dec'd of Wilson County, Tennessee, all my right, title & interest in one undivided seventh (1/7) of a tract of land, situated in Davidson County, State of Tennessee, containing three hundred and thirty four (334) acres, more or less: being the same vested in me by the Decree of the Chancery Court of Davidson County, Tennessee, on the 1st day of July, 1872, in the case of Mary D. Dabbs vs Alfred Gregory et al, No 5517 on the Rule Docket of said Court: for particular description of which said land, reference is hereby made to the papers and pleadings in said cause, To have & to hold to the said Robert Bell his heirs & assigns forever: and I covenant, for myself, heirs and representatives, with the said Bell, his heirs & assigns, that I am lawfully seized of said land, have a good right to convey the same, that the same is unencumbered: & that I will forever warrant & defend the title to said land, against the lawful claims of all persons whatsoever. The consideration for the above conveyance is two promissory notes drawn by E. D. Stephenson & M. J. Stephenson, his wife, due, respectively, on the 1st days of January, 1875 & 1876, each in the sum of Five Hundred Dollars, payable to Robert Bell, Admr of the Estate of Benjamin Ferguson, Dec'd of date Aug 22nd 1872: which said notes have not been accepted by said Robert Bell, because of insufficient security, & to secure the payment of which this conveyance is made. In case said notes are paid at maturity, then this conveyance to be null & void: otherwise, in full force & effect. And the said Robert Bell, or his agent, or any assignee or holder of said notes, shall have the power in case said notes shall not be paid at maturity, or thirty days thereafter, to advertise said land for sale in some newspaper of Davidson County, Tennessee, for twenty days and sell the same to satisfy said notes, at Public Auction: or so much of said land as shall be sufficient

Undivided interest in 334 acres in Cmty

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