N 88½° E. 42.30 poles; thence N 78° E. 72 poles: thence N 27° E. 57 poles: thence south 88° E. 49.52 poles: thence N 81¼° W. 52.88 poles to the beginning; containing about sixty acres of land, more or less, and having thereon a two story frame Residence; two frame barnes and the usual out houses, said being a part of the ground conveyed to W.R. Cornelius, by deed W. Vaughn and wife, April 26th 1864, and recorded in Book 38 Page 260, Reg. Off. Davidson Co., I covenant with the said Waleh that I am lawfully seized and possessed of said described real estate; that I have a good right to convey the same and that it is free from all encumbrance I also covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to all of said realty to the said Waleh his heirs and assigns forever. But this conveyance is made for the following purposes, and none other (to wit): I am indebted to W. J. O'Keefe in the sum of four thousand ($4000) Dollars by note of even date herewith, payable in three years after date, bearing interest from date at the rate of ten per cent per annum, which said interest is payable on the first days of January and July, respectively of each year; and I am desirous to secure said indebtedness to said W. J. O'Keefe. Now if I will well and truly pay off said indebtedness at its maturity, then this conveyance shall be null and void and of no effect. But in the event of any failure or default of mine to pay the said principal at its maturity or the interest as it matures, then the said Waleh, as trustee for the said Parks, after forty days notice in the Nashville American and Union, after published in the City of Nashville, Tenn. may proceed to public sale, to the highest cash bidder, at the Court House door in Nashville, Tennessee, and sell the same free from the equity of redemption or right of redemption thereby; and the failure to sell for the first default in payment, shall be no bar to any sale for any subsequent default; the proceeds of the sale of said land shall be applied, first, to the payment of the costs and expenses that may attend the sale; second to the satisfaction of the principal and interest of the above debt mentioned above; third, the balance of the proceeds after paying off any moneys loaned or sums incurred by said trustee in litigation for the collection of said indebtedness, shall be paid over to me, or my personal representatives. In testimony whereof I have this day signed my name and affixed my seal hereunto,

Jno. Morgan.

This January 20th 1873.

Attest as Witnesses: C. K. Mearkey. A. M. Webber.

State of Tennessee, Davidson County: Personally appeared before me C. H. Eastman Deputy Clerk of the County Court of said County, C. K. Mearkey and A. M. Webber the subscribing witnesses to the attached Mortgage, who being first duly sworn depose and say, that they are personally acquainted with the within named Jno. Morgan, the bargainor, and that he acknowledged the same in their presence to be his act and deed for the purposes therein contained.

Witness my hand at office, this 29th day of January, 1873.

C. H. Eastman, Deputy Clerk.

(Recd Jany 29th 1873. at 4 35 P. M.)

Registered Jany 30th 1873.

Jno Baird
to
W. P. Ingraim

1 Lot in Columbia
& 2 Lots in Nashville

Whereas I am indebted to W. P. Ingraim, Cashier of the Bank of Columbia, by Bill Single, or promissory note, dated January 25th 1873, for four Hundred and twenty Dollars, due at six months from date, and payable at the Bank of Columbia, with interest after maturity, at the rate of ten per cent per annum; and being desirous to secure the payment of the same, I have this day bargained, sold and conveyed to the said Wm. P. Ingraim, Cashier &c, all my right, title, claim and undivided interest in the estate of my father, John Baird, Decd; and also in the estate of my Mother, Julia Baird, Decd, both real, personal, or mixed; and being the one eighth part thereof, and consists of the following described real estate, to wit; a house and lot situate in the County of Maury, and State of Tennessee, and in the town of Columbia; being the lot on the corner of Street and Street; and the same purchased by said John Baird, Decd, from W. G. Whitthorne, and occupied by him as a family residence at the time of his death; and certain other real estate in the City of Nashville, Davidson County, Tennessee, and situate as follows; one house and lot on the west side of the Public Square, being the house occupied by M. C. Terry Esq as a Book Store for many years past; and seven other houses, or offices, situated on Cherry Street, near the corner of Cedar Street; and being the same property ~~conveyed~~ derived by me, by ~~inheritance~~ from my mother, through the late Evan Young, deceased, her father. To have and to hold the said undivided interest in the aforesaid described property, to the said W. P. Ingraim, Cashier as aforesaid, or to his assigns: and I covenant with the said Ingraim that I am lawfully possessed of said property, and have a good right to convey the same; and that I will warrant the title of said property, to the said Ingraim or his assigns, from the claims of all persons whatsoever. But this conveyance is made in trust, and for the purposes aforesaid, to wit; to secure the payment of said bill single, or promissory note above described: Now, if I shall fail to pay off and discharge said note, both principal and interest, on or before the 1st day of August next, then the said W. P. Ingraim, as Cashier &c, may proceed to sell said undivided interest for cash, after advertising the same in a newspaper in Maury County, and in the City of Nashville for thirty days, proceed to sell said lots or interest in said lots for cash; and appropriate the proceeds of sale to the payment of all costs incident thereto; and next to the payment of said note and interest; and the balance, if any, to me. Witness my hand and seal, this 25th January, 1873.

Jno Baird.

State of Tennessee, Maury County, } Personally appeared before me, John M. Hicky, Clerk of the County Court of said County, which said Court is a Court of record, John Baird, the Bargainor, with whom I am personally acquainted, and who acknowledged that he executed the above instrument