date, and one for Two hundred ($200. dollars, due at eighteen months from date, and all being interest from date. And it is hereby expressly understood and agreed that a lien is hereby expressly retained upon said land to secure the payment of each and all of said notes. And the undersigned, W. H. Johnson, in consideration of the premises, Covenants and agrees to and with the said Weigel that he undersigned, Morgiana Johnson, his wife, is lawfully peiged and possessed of the land hereby conveyed, has a good and indefeasible title to the same, and a right to make this conveyance; And that he will forever warrant and defend the title to the said land, to the said Weigel, and his heirs, against the lawful claims of all persons whomsoever.

Morgiana Johnson, W. H. Johnson.

Witness our hands, this the first day of February, 1878.

State of Tennessee, Personally appeared before me, J. M. Elliston, Deputy Clerk of the County Court of said County, the within Davidson County named W. H. Johnson & wife, Morgiana Johnson, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the annexed instrument for the purposes therein expressed. And Morgiana Johnson, wife of the said W. H. Johnson, having personally appeared before me, privately and apart from her husband, the said W. H. Johnson, acknowledged the execution of the said instrument to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed. Witness my hand, at Office, this 1st day of February, 1878.

J. M. Elliston, Deputy Clerk.

(Deed Febry. 4th 1878, at 1:03, P. M.)

Registered Febry. 8th 1878.

A. J. McWhirter To Wm Trust Jno. S. Brandford

This Indenture, made this 31 day of December, 1877, by and between A. J. McWhirter, of the first part, and Jno. S. Brandford, Trustee, of the second part, all citizens of the County of Davidson, and State of Tennessee, Witnesseth; That the party of the first part, for and in Consideration of Five thousand ($5.000.) dollars to him in hand paid by the said party of the second part, the receipt whereof he does hereby acknowledge, has this day granted, bargained, sold and Conveyed, and by these presents do grant, bargain, sell and convey unto said Jno. S. Brandford, Trustee for Elizabeth M. McWhirter, the following described property; Being Lots No. (81 & 82) eighty one and eighty two in Shelby's addition, the plan of which is recorded in book twenty one (21), page — of the Register's Office of said County, and each lot fronting fifty feet on the South side of Woodland street; and running back one hundred and seventy five (175) feet to an alley — together with all and singular the goods, furniture and household stuff Contained therein, To have and to hold the said hereby granted premises, and other mentioned articles, unto the said party of the second part, heirs and assigns forever. And the party of the first part covenants that he is lawfully peiged of said property, and has a perfect right to convey the same, excepting an interest of the value of Two thousand ($2.000.) dollars, for which sum said premises have been mortgaged to J. O. Mearley, as Trustee. And said party of the first part further binds himself, his heirs and representatives, to forever warrant and defend the title to said land, to said Jno. S. Brandford, as Trustee for Elizabeth M. McWhirter, her heirs and assigns, against the lawful claims of any person whatsoever. Provided, always, nevertheless, and this conveyance is made upon the express condition: That if the said party of the first part, his heirs, executors or administrators, shall pay unto Jno. S. Brandford, Tr., on or before the first of January, (1880) in the year One thousand eight hundred and eighty, with interest at the rate of six per cent per annum, payable semi-annually, then this Conveyance shall become void. But if the said party of the first part fails to pay said interest when due, or the principal when it becomes due, or any part of either, then the said Jno. S. Brandford after giving twenty (20) days notice in either of the Nashville papers of the time and place of sale, shall sell said property at public sale for cash, free of the equity of redemption, which equity is hereby expressly waived — and out of proceeds of said sale shall, First; pay off mortgage of J. O. Mearley, if then existing; and shall then retain principal and interest due on said note, together with all costs and charges. In witness whereof, we hereunto set our hands and seals, this 31st day of Decr 1877.

A. J. McWhirter.

Nos. 81 & 82, Shelby's Addn. Edgefield and Personalty

State of Tennessee, Personally appeared before me, J. M. Elliston, Deputy Clerk of the County Court of said County, the within Davidson County named A. J. McWhirter, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the annexed instrument for the purposes therein contained. Witness my hand, at

Office, this 4 day of Febry. 1878. (Deed Febry. 4th 1878, at 2:18, P. M.)

J. M. Elliston, Deputy Clerk.

Registered Febry. 8th 1878.

D. Smith To Wm Release P. & A. Rodenhauser

The consideration of Five hundred dollars, and interest, for which the mortgage to me, of record in book 52, page 351, R. D. C. R., was executed by Peter & Rudolf Rodenhauser, on the 21st of Jany. 1876, having been paid off in full, I, therefore, release and quitclaim all the right, title and interest in the land described in said mortgage. Febry. 4th 1878.

Christ. Smidt

State of Tennessee, Personally appeared before me, James D. Bell, Clerk of the County Court of said County, the within named Davidson County Christ. Smidt, the bargainer, with whom I am personally acquainted, and who acknowledged that he executed the annexed instrument for the purpose therein contained. Witness my hand, at Office, this 4 day of Febry. 1878. (Deed Febry. 4th 1878, at 4:35, P. M.)

James D. Bell, Clerk.

Registered Febry. 9th 1878.

P. Rodenhauser et als To Wm Trust H. A. Kasslock.

For the consideration of Five dollars to us paid, we have this day sold to Herman A. Kasslock the following described property, to wit: A certain piece of land in the 4th Ward, City of Nashville: Beginning at a point on the West line of Leigh street, 100 feet North from the North line of Hamilton street; thence extending North, along Leigh street, 63 feet; thence at right angles, Westwardly, 183 feet; thence at right angles, Southwardly, parallel with Leigh street 63 feet; thence Eastwardly, at right angles, 183 feet to the beginning — being the same conveyed to Peter & Rudolf Rodenhauser by A. D. Shankland's deed, of record in book 47, page 97, R. D. C. R.: Also Lots Nos. 13, 14 & 15 in Kolle addition to Nashville, in the 13th Civil District of Davidson County, Tenn, a plan of which addition is recorded in book 21, page 33, R. D. C. R. — together with all the buildings and outhouses, and all the structures for pottery purposes on the said lots — which front each 50 feet on East street and run back at right angles 138 feet to a 10 foot alley. References is had to Whiteman's deeds, of April 6th 1868 and 25th of April, 1870, recorded, respectively, in book 39, page 247, and book 43, page 136, R. D. C. R.; also to Whiteman's releases, of Jany. 1st 1875, in book 52, page 312, and Febry. 27th 1878, in book 60, page 55, and conveyance by Peter to Rudolf Rodenhauser, in book 43, page 145, R. D. C. R.: Also 1 Flower pot machine, 1 Pipe machine, 1 Clay mill, 3 Potters turning wheels, 2 Furnaces and 1 lot of about 50 moulds, all which are being used in our pottery on East street property herein Conveyed. To have and to hold, to the said Herman A. Kasslock, his heirs and assigns forever. In trust, however, for the following purposes: The undersigned, Peter and Rudolf Rodenhauser, partners as Rodenhauser & Bro., have this day become indebted to Mrs. Thekla Kasslock, for borrowed money, One thousand dollars, for which they have executed their promissory note, at two years from date, and eight notes, for fifteen dollars each, at 3, 6, 9, 12, 15, 18, 21 & 24 months, respectively, representing the interest on said loan: Now, to better secure the payment of said notes, this Conveyance is made, and it shall be void and of no effect, if they are paid at maturity. But it is to remain in full force, if default is made — and it is especially agreed that if any two of the interest notes shall remain unpaid at maturity, then and from thenceforth the aforesaid principal sum of One thousand dollars, with all arrearage of interest thereon up to that time, shall become due and payable, and at any time thereafter, and as long as any part of the principal and interest shall remain unpaid, and at any time after maturity of the principal note, the said Herman A. Kasslock is authorized to enter upon the premises and to take possession of the same, and of the rents and profits, and he is authorized to sell the property conveyed, or a sufficiency thereof, after advertising three times, once a week, in a daily newspaper, at the Court House door in Nashville, to the highest bidder for cash. In case of a sale, we authorize the same to be made, free from the equity of redemption, free from our homestead rights, and free from the right of dower of Louisa & Amanda Rodenhauser; all of which equities and rights are especially released, waived and hereby conveyed. We authorize and empower the said Herman A. Kasslock to make the necessary deeds to the purchaser or purchasers at such sale, and we also authorize him, in case of a foreclosure either in fair, or by the aid of a Court, to Contract for reasonable attorney's fees, which we agree shall be a proper

Released on Page 265 in Book 63.