O.B. Childress et ux
To
Trust
J.L. Kennedy

Cert. of Def'n
30. Collier
Au. Sol.

Registered March 14th 1879

To the consideration of one dollar to me paid the receipt of which is acknowledged and the trusts and purposes hereinafter set forth I do hereby transfer and convey to John L. Kennedy Trustee the following described property to wit: The lot situated in Nashville Davidson County Tennessee on Front Street in said City and which I received from the Estate of my father the late E.H. Childress Sr deceased by a decree rendered by the Chancery Court of Davidson County Tenn at the October Term 1873 as appears upon Minute Book K. Page 448. decree rendered in the case of Thos. Leadwell Extr. Vs. Winston Childress and others to which reference is here made and which property may be more accurately described as Fronting Sixty ten and three quarter feet on South Front Street commencing about twenty feet from the South side of Mansker Street lying on the East side of Front Street upon which lot are situated two brick and one log houses being numbered respectively 150. 152. 154. Reference is also made to the deed executed by Jason Smith to E.H. Childress for all or a part of their land herein conveyed from whom I received it as aforesaid, Said deed appearing upon Book 7. Page 347. Register's office of Davidson County Tenn To have and to hold the above described property and every part thereof to the said John L. Kennedy his heirs and assigns and successors forever I do covenant with the said Kennedy that I am lawfully seized and possessed of the said property have a good right to convey the same and that it is unencumbered I do further covenant and bind myself my heirs and representatives to warrant and defend the title to the said land to the said Kennedy his heirs assigns and successors against the lawful claims or claims of all persons Whatever But this conveyance is made for the following uses and purposes and no other that is to say, I am indebted to James P McFarland in the sum of Five Hundred and sixty ($560.00) Dollars for which I have executed to him my promissory note of even date herewith bearing interest at the rate of 6 p per annum from maturity until paid and payable (2) Twelve Months after date at the Third Nat'l Bank of Nashville Tenn and for the interest I have executed my two promissory notes as above each for the sum of ($16.00) Sixteen Dollars and 80 cents due Six and twelve months after date respectively and to secure the payment of all of said notes herein described this conveyance is made I do bind myself my heirs and representatives to Keep the houses on the said land herein conveyed insured against loss by fire in some insurance company or companies for the aggregate Sum of Five Hundred Dollars the said insurance to be for the use and benefit of the said Kennedy Trustee and to continue (unless destroyed by fire) until the payment of the notes aforesaid or until a sale under this Trust. Now in case I keep the said property insured as aforesaid and pay the notes at maturity or at any time before a sale then and in the event of payment this deed is to be null and void and the privilege is herein retained and granted to me at any time to pay the said notes whether due or not and upon a payment of the same the said Kennedy is to execute a release of the property herein conveyed But if the said property is not kept insured as herein required the whole debt at once matures and the said Kennedy may sell the property upon advertisement as hereinafter set out namely upon advertising four weeks and apply the proceeds as hereinafter set out But if the property is kept insured as required no sale is to be made until the maturity of all the notes and if they are not paid at the maturity of the note for Five Hundred and sixty Dollars within four months thereafter on the first day of July 1880 then the said Kennedy may advertise the said property for four consecutive weeks in a News-paper published in Nashville Tenn and after such advertisement he may sell the said property at the Court House door in Nashville to the highest bidder for cash, and if a sale is made at any other day by reason of any failure to insure as agreed the sale will be made on the terms and in the manner last described And in the event the said property is destroyed by fire the insurance money will be collected by the said Kennedy and applied as hereafter directed Or if a sale is made under this trust then as in the case of loss by fire and recovery of insurance money the said Kennedy will apply the proceeds first to the payment of the costs of executing this trust including reasonable counsel fees secondly to the payment of all or any balance of the debt herein mentioned which may remain unpaid and lastly the balance if any remains in his hands will be paid to me or to my legal representatives. In case a sale is made the Trustee is hereby authorized to execute full warranty deed or deeds to the purchaser or purchasers and to execute the same barring my right to redeem said property said right to redeem being herein and hereby expressly waived and surrendered and the Trustee may so advertise the same when he advertises the sale. And I Mamie L Childress wife of the said O.B. Childress do join in the conveyance of the above described property to the said Kennedy Trustee and I do hereby expressly release and convey to the said Kennedy Trustee his heirs and assigns all the right title and claim I may have now or may hereafter have to dower homestead or a years support or interest as to the laws of Tennessee in any manner whatever, and the trustee is released from giving any bond under this deed. In testimony whereof we have hereunto set our hands on this the 1st day of March 1879.

Release on Page 414 of this Book

O.B. Childress
Mamie L Childress

State of Tennessee
Davidson County

Personally appeared before me W.C. McCann D.C. Clerk of the County Court of said County the above named O.B. Childress and Wife Mamie L. Childress the bargainors with whom I am personally acquainted and acknowledged that they executed the annexed instrument for the purposes therein expressed. And Mamie L Childress wife of the said O.B. Childress having personally appeared before me privately and apart from her husband the said O.B. Childress 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 3rd day of March 1879.

W.C. McCann Deputy Clerk

(Received March 3rd 1879. at 11:30 A.M.)