28 feet on Cedar Street

to Frank Ratterman of the County of Hamilton and State of Ohio, his representatives and assigns forever, a tract or piece of land in Davidson County, State of Tennessee, as follows: Beginning on Cedar Street at the intersection with it of an Alley ten feet wide, which lies about midway between Cherry & Summer Streets, and runs, thence with Cedar Street towards Summer Street, twenty eight (28) feet, more or less to the middle of the partition wall of a house built on the part of said lot No. 74, hereby intended to be conveyed, and an other house adjoining, formerly owned by V. V. Stevenson: running thence back with said partition wall at right angles One hundred and five (105) feet, more or less to an alley of nine or ten feet; thence with the line of said last mentioned Alley, towards Cherry Street to the Alley first above mentioned, and thence along the line of this Alley to the beginning, upon which are situated a brick dwelling house and out houses, and being part of lot No 74, as designated in the original plan in the town of Nashville, and being the same conveyed to August Nickel aforesaid by the Clerk and Master of the Chancery Court of Davidson County aforesaid by deed registered in the Registers Office of said County, in Book No. 62, page 151. To have and to hold to the said Frank Ratterman his representatives and assigns forever. We covenant that we are lawfully seized of said land and premises, have a good right to convey the same and that the same are unencumbered. We further covenant that we will warrant and defend the title to the said land and premises to the said Frank Ratterman his representatives and assigns forever. But this conveyance is made for the following uses and trusts, and for no other purpose, that is to say, Christian Moerlein of the County of Hamilton and State of Ohio has agreed and contracted to furnish and advance to the said August Nickel lager beer from his brewery, in the City of Cincinnati to the value not exceeding Two Thousand dollars, for the sale of which beer in the City of Nashville the said A. Nickel is the accredited Agent of the said Moerlein. Now if the said A. Nickel shall faithfully pay and account to the said C. Moerlein for all the beer furnished to him by the said C. Moerlein for all the beer furnished to him by the said C Moerlein to be sold by him as said Agent aforesaid, upon the terms and conditions contracted by the parties for the sale of said beer, and shall withhold none of the moneys coming to said Moerlein, upon a settlement of accounts between them, then this conveyance to be void. But if the said A. Nickel upon a settlement of accounts as aforesaid shall fail to pay over and account faithfully to the said C. Moerlein for all the moneys coming to him from the sale of said beer as aforesaid, the said Frank Ratterman as trustee shall have the right to enter upon and take possession of said land and premises aforesaid, and after advertising the time and place of the sale of the same in one of the daily newspapers published in the City of Nashville, for twenty days, may sell the same to the highest bidder for cash, free from the equity of redemption and all rights under the homestead and exemption laws of the State of Tennessee, and all claims for dower, the same being hereby expressly waived, and

apply the proceeds, First, to the payment of all necessary charges and expenses incident to the execution of this trust including reasonable Attorneys fees: Second: to the payment of whatever sum may be owing to the said Moerlein, upon a statement of account of said interest as aforesaid, and Third: the balance if any to be handed over. And whereas: we heretofore on the 19th day of March, 1879, executed to said Ruhm a deed of Trust, which is registered in Book 62, pages 151, 2 of the R. O. D. C. aforesaid wherein we conceded to one Jacob Metz an indebtedness of Nineteen hundred and one 20/100 dollars of that date, payable with interest on or before April 1st 1880, but which indebtedness has been entirely paid and cancelled except the sum of about four hundred and eighty one 66/100 dollars including interest to the date hereof, and in consideration of the premises aforesaid the said A. Nickel agrees and binds himself that he will pay off and cancel said indebtedness to the said Jacob Metz, aforesaid, within thirty days from the date hereof, and also that he will keep all taxes upon said property promptly paid, and will also keep up a policy of insurance upon said house and out houses in the sum of fifteen hundred dollars, the loss if any during the continuance of the terms of this instrument to be payable to the said C. Moerlein his representatives or assigns as his interest may appear. In Witness whereof we have hereunto set our hands, this First day of August, 1879. A. Nickel, C. Nickel,

State of Tennessee, Davidson County. } Personally appeared before me W. C. McCann, Deputy Clerk of the County Court of said County, the above named A. Nickel and wife C. Nickel the bargainors, with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein expressed, and C. Nickel wife of the said A. Nickel having personally appeared before me, privately, and apart from her husband the said A. Nickel 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 August, 1879. W. C. McCann, Dep. Clerk.

(Rec'd. August 1st 1879, at 12:58 P. M.)

John Overton, Jr. Deed Maxwell House Co.

Maxwell House Property, &c

Registered August 4th 1879

I, John Overton, Jr. for the consideration hereinafter set out do by these presents bargain, sell, transfer and convey in fee simple to The Maxwell House Company, certain realty situated in the City of Nashville, Tennessee, and bounded as follows, to-wit: beginning at the North-west corner at the intersection of Lehuich and Cherry Streets, running thence along the West line of Cherry Street, Northwardly Two hundred and seven feet more or less to the R. B. Cheatham now Spofford line, thence at right angles, west along said Spofford's line One hundred and Seventy feet more or less to a point in the Eastern line of Overton's Alley: thence at right angles South along the line of said Alley Two hundred & Seven feet more or less to a point in the Northern side of Church