then the said John Woodard may sell so much of the tract of land as is not sold or agreed to be sold to the said Leftwich as aforesaid free from the equity of redemption and make to the purchaser a deed in fee, but no sale shall take place earlier than that period. Oct 11th 1879.

John Woodard.
B. F. Cockrill,

State of Tennessee, Davidson County. } Personally appeared before me E. H. Eastman Deputy Clerk of the County Court of said County the within named John Woodard & B. F. Cockrill the bargainers, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand at Office, this 11th day of Oct. 1879 (Recd. Nov. 1st 1879 at 8:59 A.M.) E. H. Eastman, Dep. Clerk.

J.M. Thompson, to B. F. Cockrill — Release

Registered November 5th 1879

Whereas heretofore towit: on the - day of October 1878 by deed registered in the Office of the Register for Davidson County, in book 61, and at pages 105 and 106, B.F. Cockrill conveyed to me a certain tract of land lying in Davidson County, Tennessee, and particularly described by Metes and bounds in said deed to which reference is hereby made for the same: and whereas said conveyance was made to secure the payment to me of three notes, that is to say one note for $3000. due at 12 months from date, and the other two for $90.00 each due at 6 and 12 months respectively from date, and whereas said note of $3,000. and one for $90.00 are now due and unpaid. And whereas the said Cockrill has agreed to sell a portion of said tract of land amounting to about 613 acres and 60. poles to one Leftwich the exact boundaries of which said portion will fully appear from the plat thereof made by W. M. Southgate April 24th 1879 and registered in the Office of the Register for Davidson County in Book - and at pag- and to which reference is hereby made. And whereas the said Cockrill is anxious to make a deed to said Leftwich of said tract of land free from all encumbrances and to this end desires me to release so much of the land conveyed to me as aforesaid as is contracted to be sold to the said Leftwich. Now therefore for the consideration hereinafter mentioned, I do hereby release relinquish and quit-claim to the said B.F. Cockrill all right title and interest in & to the portion of said land contracted to be sold to the said Leftwich as aforesaid acquired by me by virtue of the conveyance aforesaid, But this release is in no manner to effect my interest in that portion of the original tract not sold to the said Leftwich. And in consideration of the foregoing, the said B.F. Cockrill agrees to take the notes for the purchase money and which are to be secured by a lien retained on the face of the deed, and endorse them to some Trustee to be hereafter named and agreed on, to collect the same and apply the proceeds to the payment of the liens upon said tract of land including the notes held by me, as aforesaid, the proceeds to be applied to said claims in the order of their priority. The object of this transaction is merely to substitute the sale notes for the land sold, and in no manner to yield

other rights or to interfere with priorities of lien. Witness my hand, this the 28th day of October, 1879. J. M. Thompson.

State of Tennessee, Davidson County. } Personally appeared before me E. H. Eastman Deputy Clerk of the County Court of said County, the within named John M. Thompson, the bargainer, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained. Witness my hand at Office, this 29th day of Octo. 1879 (Recd. Nov. 1st 1879 at 3:59 P.M.) E. H. Eastman, Deputy Clerk.

R. L. Carruthers Jr. Pr. & J. P. McFarland to B. F. Cockrill — Release

Registered November 5th 1879

Whereas on the 21st day of April 1879, by deed of that date registered in the Office of the Register for Davidson County, in Book 62 and at page 284, B.F. Cockrill conveyed to R. L. Carruthers, a certain tract of land lying in the 12th Civil District of Davidson County, Tennessee, containing about 1308 acres and 122 poles and for the exact boundaries of which reference is hereby made to said deed, and whereas certain personal property was also conveyed to the said Carruthers, by the said Cockrill in said deed all of which property real and personal was conveyed to the said Carruthers to secure the payment of a note to one of $6120. as set forth in said deed, And whereas the said Cockrill has agreed to sell a portion of said tract of land containing about 613 acres and 60 poles to one Isaac J. Leftwich the exact boundaries of which said portion will fully appear from the plat thereof, made by W. M. Southgate April 24th 1879, and registered in the Office of the Register for Davidson County, in Book - and at pag- and to which reference is hereby made, and whereas the said B.F. Cockrill is anxious to make a deed to the said Leftwich free from all incumbrances, and to this end, desires me to release from the operation of the Trust deed to the said Carruthers, so much of said land as is contracted to be sold to the said Leftwich as aforesaid. Now therefore for the consideration hereinafter mentioned, I do hereby release, relinquish and quit-claim to the said B.F. Cockrill all right title and interest in and to said portion of said tract of land sold to the said Leftwich as aforesaid acquired by me, by virtue of the trust deed aforesaid, the note secured thereby belonging to me, and being in my possession. But this release is in no manner to effect my interest in that portion of the original tract not sold to Leftwich, nor my right to subject the personal property as geaned by said deed - In consideration of the foregoing the said B.F. Cockrill agrees to take the notes for the purchase money and which are to be secured by a lien retained on the face of the deed and endorsed the same to some trustee to be agreed on hereafter to collect the same and apply the proceeds to the payment of the liens upon said tract of land including the note held by me, the proceeds to be applied to the several claims in the order of their priority, the object of this transaction being to substitute the purchase notes for the land sold and not to interfere in any way with any other security which I may have, by the enforcement of the same, at any time I may decide to proceed. Nov. 1st 1879

Witness: John Pirgell, Thos. H. Malone

J. P. McFarland. R. L. Carruthers Jr. Trustee