personally appeared before me, privately, and apart from her husband, the said George J. Elliott acknowledged the execution of the said deed 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 9th day of March, 1881. J.R. McCann, Deputy Clerk.
(Reed March 9th 1881, at 3 P.M.)

X

R.B. Castleman
To
J.P. McFarland

Registered March 10th 1881.

Deed of Trust

Know all men by these presents, That I, R.B. Castleman of Davidson County, Tennessee, for and in consideration of the sum of five dollars in hand paid the receipt of which is hereby acknowledged, and the other considerations hereinafter mentioned, do bargain, sell and convey to J.P. McFarland the following described real estate in the city of Nashville, viz: a certain house and lot on the East side of Spruce Street, beginning at the line of the lot now owned by Mrs. Kelley purchased by her from Frank Porterfield and wife; running thence along the East side of Spruce Street, northwardly, thirty feet, more or less; thence Eastwardly ninety feet, more or less, to an alley; thence in a Southern direction thirty feet, more or less, to Mrs. Kelley's line; thence Westwardly ninety feet, more or less, to the beginning on Spruce Street and being the only property owned by me on Spruce Street. To have and to hold the said house and lot, to the said J.P. McFarland, his heirs and assigns, forever. And I covenant to and with the said J.P. McFarland that I am lawfully seized and possessed of said property, have a good right to sell the same, and the same is unencumbered. I further covenant and agree to warrant and defend the title to the said property, against the lawful claims of all persons whomsoever. But this conveyance is made in trust for the following uses and purposes, and none other: Whereas, Frank Porterfield and myself have this day executed our joint note to J.P. McFarland for the sum of Six hundred dollars, due one year after date, with interest from date, for which interest two separate notes are executed, due six & twelve months after date, respectively, for the sum of eighteen dollars each: and I am desirous of securing the said note and interest: now, therefore, if, the said R.B. Castleman, shall pay the said note and interest notes according to the terms and tenor thereof, or if the said Frank Porterfield shall pay the same, then this conveyance shall be void and of no effect. But if the same is not paid at maturity by myself or the said Porterfield or any instalment of interest according to the tenor thereof, then this conveyance shall remain in full force and effect. And the said J.P. McFarland may at his election, declare said note due and payable: and he is hereby authorized and empowered upon giving twenty (20) days' notice, by weekly advertisement in some newspaper at Nashville, to sell said real estate at public sale, at the Court House door in Nashville, to the highest bidder for cash and the said J.P. McFarland is authorized to make a deed to the same to the purchaser, the equity of redemption being hereby expressly waived. Out of the proceeds of sale shall first be paid all costs and expenses of this trust, and secondly the said note and all interest due thereon, and the residue shall be paid to me. In witness whereof, I have this 8th day of March, 1881, set my hands & seal. Witnesses: G.D. Berry, D.R. Johnson. R.B. Castleman.

30 ft on So. Spruce Street.

The debt secured by the within instrument has been paid & I release all claim & claims on the within property. This July 2 - 1888
Attest J. Lowry dep Reg

State of Tennessee, Personally appeared before me, W.C. McCann, Dep'y Clerk of Davidson County, the County Court of said County, G.D. Berry and D.R. Johnson, subscribing witnesses to the attached mortgage, who being first duly sworn, depose and say that they are personally acquainted with the within named R.B. Castleman, 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 9th day of March 1881. W.C. McCann, Dep'y Clerk.
(Reed March 9th 1881, at 3 P.M.)

Geo. K. Owen, Trustee
To
The Howe Machine Co

Registered March 11th 1881.

Deed

5 acres in the 11th Civil Dist

Whereas, on February 21st 1877 John B. Hill conveyed to me the following tract of land in the eleventh civil district of Davidson County, viz: Beginning on the Western line of the Nashville and Middle Franklin Turnpike Road, about seven miles from Nashville, at a point, the South east corner of Rucker's land; thence South, along the Western line of said Road, about twenty yards, more or less, to Boyd's land; thence West, along Boyd's line, one hundred and twenty three yards, more or less, to Boyd's north west corner; thence South, with Boyd's line, to a point in the northern boundary of the lane which separates this property from the Cotton tract; thence West, along said lane, one hundred yards, more or less, to the centre of the gulley, the first gulley on this line; thence back at right angles from the lane to a point in the Southern line of the Rucker tract, said line bearing in a northern direction; thence along Rucker's line to the beginning containing five acres, more or less: in trust to secure the payment of a note for one hundred and four dollars, executed by him to The Howe Machine Company, dated February 21st 1877, and payable ten months after date to the order of said Company, with interest after maturity at the rate of ten per cent per annum until paid; with power, in case he should fail to pay said note, to advertise and sell said land for cash, and free from the equity of redemption, and apply the proceeds first, to the payment of all expenses, and then to said note, all of which will appear from said deed, registered in Book No 58, page 272: and whereas, said note was not paid at maturity, nor afterwards: and on March 3d 1877, advertisement was made in The American, a newspaper published in the city of Nashville, and continued in the manner required by law, that on Saturday, March 23rd 1877, said property would be sold at public auction to the highest bidder, in the manner prescribed by said deed: and whereas, at said sale said property was fairly struck off and sold to The Howe Machine Company, said Company being the highest, best and cash bidder, at the price of twenty-two dollars, which amount was paid to me in cash; now, therefore, I, Geo. K. Owen, Trustee as aforesaid, by virtue of the power conferred by said trust deed and in consideration of said sum of twenty-two dollars do hereby convey to said The Howe Machine Company the tract of land hereinbefore described, and I warrant the title to the same, so far as I, as trustee, ought to, but no further or otherwise. Witness my hand, at Nashville, this 11th day of March 1881. Geo. K. Owen, Trustee.