cording to the terms of said note, then this instrument is to be of no further force or effect. But if we fail to pay the said sum of money when due, as aforesaid, or any part of said sum according to the terms above expressed, then upon such default this conveyance remains in full force and effect, and the said Trustee or his successor in trust is hereby authorized and empowered upon giving thirty days notice by weekly publications in some newspaper published in Davidson County, Tennessee, to sell said property at the Court House door in said County, to the highest bidder for cash, and free from the equity of redemption, homestead, Dower and all other exemptions of every kind, which are hereby expressly waived, and the said trustee or his successor in trust is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee may at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him. And we agree to keep all the buildings on said property insured in some reliable Fire Insurance Company or companies for the sum of at least $ 300.00 until the sum herein secured is fully paid, and to have the loss made payable on the Policy to said Trustee for the benefit of the owners and holders of the debt herein secured. We agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments and pay them when due, and in case we fail to do either then said Trustee or the creditor herein secured may do either and charge and treat the amount so expended as part of the debt herein secured. In case of sale under this Deed of trust, the proceeds will be applied by the Trustee: First: To pay all the costs and charges of executing this trust including attorneys fees, and the expense of any litigation which may arise on account of the execution and enforcement of this trust. Second: To pay said debt or any balance thereof then remaining unpaid. Third—The residue to be paid to W. H. Spann or order. And in case of the death, absence, inability or refusal to act of the said Trustee at any time, when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name

The within instrument has been paid & cancelled. Ward & Sullivan all lien on the within property
W. Jany 31–1889

Attest: Thos. F. Lusty, Dep. Reg.

Spans to Trustee



and appoint a successor to execute this trust and the title herein conveyed to — shall be vested in said successors. This 25th day of April 1888.

William H. Spann
Sarah Spann.

State of Tennessee } Personally appeared before me, W. L. Adams a Notary Public of said county, the
Davidson County } within named W. H. Spann and Sarah Spann the bargainors with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein expressed. And Sarah Spann, wife of the said W. H. Spann having personally appeared before me, privately & apart from her husband the said Sarah Spann acknowledged the execution of the said instrument to have been done by her freely, voluntarily & understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed. Witness my hand at office, this 25th day of April 1888.

W. L. Adams
Seal

Recieved the 25th April 1888. 20 Oct. Notary Public.

Recorded May 1st 1888.

Wm Marshall & Wife to J. D. Chickering Trust Deed

The within mentioned note has been paid to me by sundry persons & I release all lien or claim to the within property to same by virtue of said note. This 21st day of May 1889.
Witness Thadeus Register. M. T. Marshall

In consideration of the sum of one Dollar to us in hand paid, and for the other considerations hereinafter mentioned, We William Marshall and Cornelia Marshall his wife do hereby grant, bargain, sell and convey to J. D. Chickering Trustee and his successors in trust, a certain tract or parcel of land, situated in the County of Davidson and State of Tennessee, and bounded or described as follows, to Wit: Beginning in the centre of Hillsboro Turnpike opposite a planted Stone it being the corner of Samuel Watkins lands. thence down said pike S. 8° W. 5 3/4 poles; thence continuing with said pike S. 20 1/4° W. 5 78/100 poles to a stone in the centre of an avenue; thence east 70 poles to a stone and Walnut, thence north 4° East 58 20/100 poles to a stake; thence west 54 3/100 to the Beginning being Lot No 1 in the sub-Division of the Castleman Home tract as laid off by R. F. Woodard under the decrees of Commissioners appointed to partition the same between the Lloyd heirs See minute book J. pages 190-91 County Court Clerks office, and being the same land conveyed to Henry Warren by deed of Wm B. Lloyd and registered in Book 44 pages 253 & 254 R. O. D. &c. containing twenty two and one half Acres, more or less, and being also the same property conveyed to said Wm Marshall