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 of #= 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 and 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 Attorney's fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust including 5% to Nelson, Williams & Co. agents. Second to pay the balance then due to said Building Association. Third, To pay said debt to said Doty, or any balance thereof then remaining unpaid. Fourth. The residue to be paid to Mrs. Martha L. Williams 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 and appoint a successor to execute this trust and the title herein conveyed to J. M. Williams Trustee shall be vested in said successor. This 24th day of November 1888.

L. B. Williams. (L.S.)
M. L. Williams. (L.S.)

State of Tennessee }
Davidson County }

Personally appeared before me, J. B. Armstrong Notary Public of said County the within named L. B. Williams and wife M. L. Williams the bargainors with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein expressed. And M. L. Williams wife of the said L. B. Williams having personally appeared before me, privately and apart from her husband the said M. L. Williams 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 and official seal at office this 24 day of Novbr. 1888.

J. B. Armstrong Notary Public

Recd Nov. 26/88 at 12:25 P.M.

---

T. W. Everett et ux
To
J. M. Williams Tr.

Trust

For consideration of One dollar paid & the further consideration & one deed of trust of even date herewith executed by the grantee herein to secure the payment of the sum of $3000.00 as therein set forth, due & payable to the order of Commercial National Bank on the 25th day of Nov. 1889 with interest from date at the rate of 6% per annum, payable semi-annually, the receipt of which is hereby acknowledged, I, A. W. Willis Trustee, do hereby bargain, sell, convey & confirm unto the said J. M. Williams Trustee & his successor in trust, Lot No. 25 in the State Quarry Plan of lots, recorded in Bk 21 p 123, fronting 50 feet on the E. side of Quarry st, and running back at right angles and between parallel lines to an alley, being the property conveyed to said Everett by deed of E. J. Plummer & wife in Book 117 page 168 R. O. D. Co. Also Lot No. 26 in the subdivision of part of Lot No. 67 Boyd Cockrill & Spring tract, a plan of which subdivision is recorded in Book 57, page 57, said lot fronting 57 feet on Brown Avenue and running back between parallel lines 140 feet to an alley, being the property conveyed to said Everett by deed of C. H. Goodlett & wife in Book 112, page 146; Also Lot No. 8 in W. N. Dodd's Plan near Vanderbilt University as recorded in Book 57 page 67, fronting 50 feet on the S. side of Dodd Avenue and running back 145 feet to the center of a 10 foot alley, being the property conveyed to said Everett by deed of E. P. Scruggs in Book 109, page 6; also Lot No. 25 in the subdivision of Lot No 67 in the Boyd Cockrill & Spring Tract, fronting 57 feet on Brown avenue and running back between parallel lines 140 feet to an alley and Lot No. 7 in W. N. Dodd's Plan fronting 50 feet on the S. side of Dodd Ave, and running 145 feet to the center of a 10 foot alley being the lots conveyed to said Everett by deed of William M. Butler & Frances Butler by deed recorded in Book 102 page 445 - to all of which deeds reference is here made for further particulars. To have and to hold said property to the said A. W. Willis Trustee and his successors in trust forever. We covenant that we are lawfully seized of the said property, have a good right to convey it, and that the same is unincumbered. We further covenant and bind ourselves, our heirs and representatives to warrant and defend the title to said property to the said A. W. Willis Trustee, or his successor in trust and his assigns forever against the lawful claims of all persons. But this conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit: We have this day borrowed of A. Dahlgreen the sum of Three Thousand Dollars for one year as evidenced by our promissory note of even date for that amount due one year after date with interest from date to the order of said Dahlgreen at Commercial National Bank to secure the payment of which note and interest this conveyance is made.

For a sufficient description of property see deed of trust from T. W. Everett et ux to J. M. Williams Tr. dated Nov. 24th 1888 of record in Book 117 page 168 R. O. D. Co.

For Release of Lots #1 and #26 see Book #158 page 246



Registered Dec. 5th 1888.