which he has executed his notes payable as follows, for the principal and interest. One note for $35.00 with interest from date, due Aug 9. for 1889. One note for $25.00. Feby 9 for 1891 and four notes for $35.00 each for interest on the latter, at 6-12-18 and 24 months from Feby 9. 1889. Now if the said notes shall be paid at maturity, said Robt. Elkin will release and quit-claim the said property herein conveyed to us or to our assigns, and this conveyance shall be void. But in case of any default to make payment according to the stipulations of said notes and of this instrument, the said Robt Elkin is hereby empowered to advertise said property, according to law, and sell the same at public auction, for Cash, or for one third cash and balance on any time he may determine, not less than six months or more than two years, at his discretion. And in either case we waive the equity of redemption. And he shall apply the proceeds first to the costs of executing this trust; second to the payment of said notes, remainder to us. But it is further understood and agreed by the respective parties that said property is now offered for sale, and shall without unreasonable delay be sold for division among the several heirs of R. I. Mordis; and on the sale of said property or any part thereof, that part of the proceeds of such sale which would go to the above four parties making this Conveyance, in cash and notes, shall be and is hereby assigned to the said Robert Elkin or his legal representatives, and he will quit claim to the purchasers in respect to the lien of this conveyance, but retaining the vendors lien for so much of the purchase money as may not be paid in cash. And as it is expected that said property will sell for more than enough to satisfy said notes, the said Elkin shall have his option to recieve cash and give credit for so much as of the date of such payment on the debt hereby secured, so as to stop interest on so much, or to take enough of the notes to secure his debt, or the notes for so much as they will cover, and balance in cash, at his discretion. Any of the proceeds of such sale which said Robert Elkin may recieve under this agreement, shall be held and applied under the same trusts as applies to the property itself- after satisfying said debt and interest with any necessary costs arising under this trust, shall be paid over to us any remaining balance. This 9th day of February, 1889.

Lizzie Lellyett. Jno. Lellyett Jr.
Emma J. Lellyett. Thos. W. Lellyett

State of Tennessee
Davidson County } Before me, Peter Harris Jr an acting Notary Public, in and for said State and County duly elected commissioned and qualified according to the laws of the State

of Tennessee for four years from the day of January 1889. personally appeared Jno Lellyett Jr. Emma Lellyett Lizzie Lellyett and Thomas W. Lellyett the bargainors with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Subscribed and sworn to before me this 9th day of January 1889.

(Seal) Peter Harris Jr.
Notary Public.

Recd Feb 11- 1889 at 11-30 A. M.

John Lellyett Sr.
Dpt Trust.
Thos W. Lellyett et al.

Registered February 14- 1889

For value recieved, I the undersigned John Lellyett Sr, have bargained and sold and do hereby assign, alien, transfer, and convey unto Thos. W. Lellyett Emma J. Lellyett, Alice Hawkes, (my daughter) John Lellyett Jr. and Lizzie Lellyett, their heirs and assigns, a certain tract or parcel of land lying in the 18th civil District of Davidson County Tenn, discribed and bounded as follows: Beginning at a stake 2 gum pointers, the N. W. corner of said tract, thence running South 80 7/100 poles to a stone thence South 29° W. 27 poles to a stake & hackberry pointer, thence South 81° E 208 poles to a stake at Cumberland River, thence along the bank of said river North 32° E. 59 poles, thence further along the bank of said river North 21 3/4° E. to a stake & Sycamore pointer, thence North 89 1/2° W. 178 7/100 poles to a stake thence North 1/2° E. 43 8/100 poles to a stake- thence North 8° E. 15 poles to a stake, thence North 88 3/4° W. 56 25/100 poles to the beginning. said land lying between the lands of W. P. & James L. Cooper- containing 118 acres and 87 poles, being the same purchased by Michael Vaughn and my-self in the case of Vaughn &c vs N. D. Malone Admr, in the Chancery Court of Davidson County and also conveyed to me by said M. Vaughn by deed registered in the Registers Office of Davidson County in Book 77. p 41. And I covenant with said conveyers, that I am lawfully seized of said land and have a good right to convey it, and that the same is unencumbered; and that I will warrant and defend the same against the lawful claims of all persons whomsoever. To have and to hold to them the above named conveyors their heirs and assigns forever. And whereas it is my intention to erect on said tract of land a plant for the manufacture of brick and other articles. I hereby convey to the said above named parties not only the sheds and such things as shall be attached to the soil, but all the machinery to be purchased and used in such plant, especially a steam engine and boilers, brick, making machines, presses, molds and dies, and all fixtures and implements to be used in said manufacturing establishment, as the same may be purchased and paid for, so as to acquire title to the same. But this conveyance is in trust for