seized of the said property has a good right to convey it
And that the same is free from all encumbrances He
further covenants and binds himself to forever warrant and
defend the title to said property against the lawful claims
of all persons whomsoever. But this conveyance is made
in trust for the following purposes and none other to-wit
Said A J Reagan has this day obtained a loan of Four
Hundred Dollars ($400 00) from Mrs A E Crutchfield for
the period of two years on which he has given his note
payable to her for that amount dated of this date and
payable on the 26th day of March 1891. For the interest
on said loan he has in like manner executed his four
promissory note for Twelve Dollars ($12.00.100) each dated
of this date and payable to her on the 26th days of Sep-
tember and March of each year during the continuance
of said loan. Now if said A J Reagan shall pay the
several sums aforesaid when due according to the term
of said notes then this instrument is to be of no further
force or effect. But if he fail to pay the said note for the
principal at maturity or any one of said interest
notes at its maturity in which latter event said note
for the principal shall become due and payable. 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
twenty days notice by three weekly publications in
some newspaper published in Davidson County Ten-
nessee 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 binding said A J. Reagan by such covenant
as to title as are herein contained. 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 as aforesaid
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 $400 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 owner and holders of the debt herein
secured. We agree to keep the improvements on said

Sch. Lawful owner and holder of four Collection and Trustee
Under deed of trust as within
as herein appears the same having been
Paid to me
Jany 31 1891 M M Saunders Asst. Cl.

property in good repair and preservation and to pay
all taxes and assessments and pay them when due. and in
case we fail to keep up said insurance and repairs or
pay said taxes and assessments then said Trustee or the
creditor herein secured may do the same and charge and
treat the amount thereby expended as part of the debt herein
secured: Should it become necessary to incur any expenses in
the way of Attorneys fees or otherwise in order to defend
this trust or the title to the trust property or enforce the pay-
ment of any of said notes we bind ourselves to pay the same
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.
Second. To pay said debt or any balance thereof then re-
maining unpaid. Third. The residue to be paid to said
A J Reagan or order. And in case of the 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 and powers
herein conferred shall be vested in said successor. The
parties making and receiving said loan. and mak-
ing this mortgage contract with reference to the laws
of Tennessee. Dated this 30th day of March 1889

Witness at signing
R. F Manly
Jos. L Hermann

A J Reagan
M. S Reagan

State of Alabama
Mobile County } ss Personally appeared before me
R F Manly a Notary Public in and for said State and
County the within named Alvan J Reagan and
M. S Reagan his wife. the bargainors with whom I am
personally acquainted and acknowledged that they ex-
ecuted the annexed instrument for the purpose therein
expressed. And M S Reagan wife of the said Alvan
J Reagan having personally appeared before me pri-
vately and apart from her husband. the said Mrs
M. S Reagan acknowledged the execution of the said Trust
deed to have been done by her fully voluntarily and un-
derstandingly without compulsion or constraint from her
said husband. and for the purposes therein expressed
Witness my hand and official seal this 30th day of
March. 1889.

R. F Manly
Notary Public Mobile County

Recd April 2. 1889 at 10 A. M