manied Sarah E. Cousins and J. E. Cousins the bargainors with whom I am personally acquainted and acknowledged that they executed the annexed instrument for the purposes therein expressed. And Sarah E. Cousins wife of the said J. E. Cousins having personally appeared before me privately and apart from her husband the said J. E. Cousins 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 & seal (seal) of office at office this 26th day of April 1889

Henry M. Mills
Notary Public

Recd April 27. 1889 at 9.55 A. M. Register's

A. E. Howell & tux
B. J. Trust
A. G. Adams

The matters mentioned in the within Deed having all been fully settled & complied with to the satisfaction of the Trustees I release all claim & interest in the property conveyed by the within deed to the parties entitled thereto. This May 18th 1893

A. G. Adams for Himself & Wm Allister Surviving Trustee

Attest:
R. D. Hamm Jr.
Deputy Register

Registered May 1st 1889

For and in consideration of the sum of Five Dollars to us paid, the receipt of which is hereby acknowledged and the other considerations hereinafter set forth. We Alfred E. Howell and Jennie R. Howell his wife, have this day sold and do hereby convey to A. G. Adams J. M. Hamilton and H. H. McAlister Trustees, the following parcel of land in Davidson County Tennessee Viz: Forty feet of lot No 73 in the plan of the Boyd Horde Tract, Now in the Fourteenth Ward of the City of Nashville described as follows: Beginning at the North West corner of said lot No 73 and running Eastwardly along the South side of Hayes Street forty feet to the line of the lot now owned by Means: thence at right angles Southwardly one hundred and eighty feet to an Alley: thence Westwardly along said Alley forty feet to the South West corner of said lot No 73: and thence at right angles Northwardly One hundred and eighty feet to the beginning: being the same property conveyed to Jennie R. Howell by Isaac T. Rhea by his deed dated July 25. 1887 and registered in the Registers office of said County in Book No 115 Page 543. We covenant that we are lawfully seized and possessed of said property that we have a good right to convey it, and that it is not encumbered and we further covenant and bind ourselves, our heirs and personal representatives to warrant and defend the title to said property to the said A. G. Adams J. M. Hamilton and H. H. McAlister, Trustees their successors and assigns, against the lawful claims of all persons whomsoever. But this conveyance is made in trust, and for the following purpose only Viz: We have this day bor-

Release in Book 174 Page 738

rowed from the said Trustees the sum of Three Thousand Dollars for the term of five years with interest at the rate of six per cent per annum payable semi annually in advance, and have executed and delivered to said Trustees our promissory note of even date herewith for Three Thousand Dollars payable five years after date, and we have also executed and delivered to said Trustees Nine interest or coupon notes for Ninety Dollars each, all of even date herewith, the first instalment of interest having been paid in advance. Now if we shall well and truly pay or cause to be paid, said principal and interest notes as they mature, according to their tenor and effect: this conveyance shall thereupon become void: but if we shall fail to pay said notes or either of them, at maturity, said Trustees may at their election declare the principal note due and payable, and they shall have authority to advertise said property in some newspaper published in Nashville for thirty days, and sell same, in the premises or at the Court House door, as they may think best, at public auction to the highest bidder for cash, and free from the equity of redemption and all rights of dower, and homestead, which are hereby expressly waived. We covenant, and agree to insure the improvements upon said property in some good and solvent Fire Insurance Company for a sum not less than Three Thousand Dollars or the full insurable value of said property, loss if any to be payable to said Trustees as their interest may appear. In case a sale be made under the power hereby conferred: said Trustees shall receive the purchase money, execute a deed in fee to the purchaser, and with the proceeds, pay first all the necessary expenses of the execution of this trust. Second, all past due taxes which are a lien upon the property: Third the balance in full then due from us upon said loan: and the residue if any they shall pay to Mrs Jennie R. Howell or her order. Witness our hands at Nashville this April 27. 1889

Alfred E. Howell
Jennie R. Howell

State of Tennessee
Davidson County } Personally appeared before me W. J. Smith Clerk of the County Court of said the within named Alfred Howell and Jennie R. Howell the bargainors whom I am personally acquainted and acknowledged that they executed the annexed instrument for the purposes therein expressed, and Jennie R. Howell wife of the said Alfred Howell having personally appeared before me privately and apart from her husband, the said Jennie R. Howell acknowledged the execution of the said