convey it and that the same is unincumbered. We further covenant and bind our heirs and representatives to warrant and defend the title to said property to the said H.H. Mitchell 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 obtained a loan from the Safe Deposit Trust and Banking Company a corporation existing under the laws of the State of Tennessee & having its place of business at Nashville Tenn for which we have given our promissory note for Nine Hundred Dollars payable One year after date to said company Now if we shall pay the said sum aforesaid when due according 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 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 weekly publication 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 at 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 the buildings on said property insured in some reliable Fire Insurance Company or Companies for the sum of $1000.00 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 to 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 expenses 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 India H. Paul or order and in case of the death absence inability or refusal to act of the said Trustee at any time when acting 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

Attest E.S. Lusky Dep Reg

The debt herein mentioned has been paid to me this 13th day of April 1890. Solicitors for Bank

By H.H. Mitchell Trustee

This deed of trust executed by this covenantor to me for the uses and purposes therein mentioned is duly proven by the oath of the subscribing witness thereto and is ordered to be registered. This 1st day of April 1890.

E.S. Lusky Dep Reg

title herein conveyed to shall be vested in said successor. This ___ day of ___ 18__.

W.B. Paul

State of Tennessee
Davidson County

Mrs India H Paul

Personally appeared before me E.S. Lusky D.C. Clerk of the County Court of said County the within named W.B. Paul and wife India H Paul the bargainors with whom I am personally acquainted and acknowledged that they executed the annexed instrument for the purposes therein expressed and India H. Paul wife of the said W.B. Paul having personally appeared before me privately and apart from her husband the said India H. Paul 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 for the purposes therein expressed. Witness my hand at office this 17th day of June 1889

(Recd June 17th 1889 at 10:45 A.M.)

E.S. Lusky Dep Clerk

Registered June 27th 1889.

W.H. Merson Trustee
To
E.S. Ashcraft

This deed executed by the within named covenantor to me for the uses and purposes therein mentioned is duly proven by the oath of the subscribing witness thereto and is ordered to be registered. This 1st day of July 1889.

E.S. Lusky Dep Reg

For and in consideration of One dollar to me paid the receipt of which is acknowledged and the other considerations hereinafter mentioned We Zylpha Patterson and husband Joseph Patterson have this day bargained sold and do hereby transfer and convey to E.S. Ashcraft Trustee and his successor in Trust certain property in the State of Tennessee Davidson County Civil District No 10 described as follows to wit: Being Lot No 39 Thirty Nine in Bilbo's plan of Lots a plat of which is recorded in Book No 21 page 142 Registers office of Davidson County to which reference is here made for description of same Said Lot No 39 fronts Fifty feet (50) on the west side of Overton Street and runs back westwardly between parallel lines at right angle to said street 160 feet to an alley in the rear and is the same Lot conveyed by W.H. Bilbo to Zylpha Patterson by deed recorded in Book 177 page 130 R.O.D.C. To have and to hold said property to the said E.S. Ashcraft 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 E.S. Ashcraft Trustee or his successor in trust and his assigns for ever 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: Whereas the said Zylpha Patterson and husband Joseph Patterson have this day become indebted to Reuben Faulconer in the sum of One Hundred and thirty 55/100 Dollars ($130.55) as evidenced by their joint promissory note of even date hereof for the said sum of $130.55 payable Seven months after the date thereof to the order of said Reuben Faulconer and it is expressly understood that the said Zylpha Patterson does hereby bind her separate estate for the payment of said note: Now if the said Zylpha and Joseph Patterson shall pay