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 remaining unpaid. Third The residue to be paid to said W. H. Morris 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 said R. J. Farrar shall be vested in said successor. This Eleventh Day of December 188=

W. H. Morris
Bettie Morris.

State of Tennessee
Davidson County } Personally appeared before me A. S. Williams a Notary Public in & for said County, the within named W. H. Morris and wife Bettie Morris, the bargainors with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein expressed. And Bettie Morris wife of the said W. H. Morris, having personally appeared before me, privately and apart from her husband the said Bettie Morris 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 at office this 12th day of December 1888.

(Seal) A. S. Williams
Notary Public

Recd July 13" 1889 at 10:15 A. M.

R. Colley & E. Sloan et al.
To
T. W. Jones Tr.

Registered July 24" 1889.

For and in consideration of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned. we Rance Colley & wife Agnes V. S. Colley, Ed C. Sloan & wife Fannie W. Sloan have this day bargained and sold and do hereby bargain and convey to T. W. Jones, Trustee and his successor in trust, certain property in the State of Tennessee Davidson County civil district number two (2) described as follows to-wit: Situated in the Village of McWhitersville on the South side of the Nashville & Lebanon Turnpike road and described thus: Beginning in the center of said road at E. E. Buchanan's North East corner, and running with the center of said road Eastwardly 21 poles more or less. to the North West corner of the J. L. Dortch place; thence with the line of the Dortch place or tract, South 75 1/2 poles, to Dortch's South west corner in the North line of the old McCampbell tract; thence with the line of said McCampbell tract West 20 3/4 poles, more

or less, to the South East corner of the Buchanan place, and thence with Buchanan's line North 79 poles more or less to the beginning, and containing about ten (10) acres; being the same land conveyed by Thomas H. Mumme Clerk & Master, to Agnes V. Sloan and E. E. Sloan by deed recorded in the Register's Office of said County in Book No. 104, page 379. To have and to hold said property to the said T. W. Jones 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 T. W. Jones 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 are indebted to W. B. Robinson in the sum of Eight Hundred and thirty one ($831.03) dollars evidenced by our promissory note for said amount, bearing even date herewith and payable to his order twelve (12) months after date, with interest from date for said sum of $831.03 is included a note for $800.00= dated January 15" 1889 drawn by us and payable to the order of Michael Vaughn six months after date at Birch probate court on July 15" 1889 assigned by said Vaughn to said W. B. Robinson, and has this day been surrendered by him to us, and the execution of this instrument cancels a Deed of Trust on same property made by us to Robt. Crawford Trustee to secure said $800.00 + recorded in said Register's Office in Book No 119 page 68. And we are desirous of securing and making certain the payment of said $831.03= note principal and interest. Now if we shall pay the same as 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, or any part of said same according to the terms above expressed, 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 (20) days' notice by weekly publications 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 to keep the improvements on said property in good repair and preservation