assessments, and to pay them when due, and in case we fail to do either, then the 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 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 Ava Herstein 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 N. T. Freeman, Tr. shall be vested in said successor. This 16 day of April 1890.

J. Herstein
Ava Herstein

State of Tennessee,
Davidson County } Personally appeared before me, R. T. Smith, a Notary Public of said County, the within named J. Herstein & wife Ava Herstein the bargainors, with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein contained. And Ava Herstein wife of the said J. Herstein, having personally appeared before me, privately and apart from her husband, the said Ava Herstein 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 & official seal at office, this 16 day of April 1890.

(Seal) R. T. Smith
Notary Public

Recd April 16th 1890, at 11-20 A.M.

J H Bond et ux
To
N T Freeman
Trustee

Registered April 19th 1890.

For and in consideration of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, we, Annie

The debt secured by the within instrument has been paid to me the lawful holder thereof and I release all lien or claim on the within property held to secure said debt April 25-1891.
N. T. Freeman Trustee
Attest B. [illegible] Dep Reg

R. Bond and J. H. Bond her husband have this day bargained and sold, and do hereby transfer and convey to N. T. Freeman, Trustee, and his successor in trust, certain property in the State of Tennessee, Davidson County, Civil District number One, described as follows, to-wit: Beginning at the North East corner of Boscobel and Priscilla, Now Ninth Street, and running thence North with the East margin of said Ninth Street One Hundred and Ninety (190) feet to an alley, thence East with the South margin of said alley One Hundred (100) feet, thence South and parallel with said Ninth Street One Hundred and Ninety (190) feet to Boscobel Street, and thence West with the North margin of said Boscobel Street One Hundred (100) feet to the beginning. To have and to hold said property to the said N. T. Freeman 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 unencumbered. We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to said property to the said N. T. Freeman 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 have this day borrowed of A. V. S. Lindsley the sum of Three Thousand and Fifty Eight and 14/100 Dollars, as evidenced by our promissory note of even date herewith for that amount due one year after date, with interest from date, to the order of said Lindsley, at Nashville Savings Co. To secure the payment of which note and interest this conveyance is made. Now, if we shall pay the 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, 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 Thirty days notice, by weekly publications in some newspaper published in Nashville, Tennessee, to sell said property at the Court House door in said County, to the highest bidder, for cash, and free from