A. W. Howard &c
To
C. B. Duncan Tr.

Registered May 19. 1890

For and in consideration of one dollar to us paid the receipt of which is acknowledged and the other considerations hereinafter named, We A. W. Howard and wife Clara E. Howard have this day bargained and sold and do hereby transfer and convey to C. B. Duncan Cashier Trustee and his Successor in Trust certain property in the State of Tennessee Davidson County, Civil District No one described as follows, to wit:- Lot No sixteen (16) in Kinston Anderson and Fratus subdivision of University lots Nos 23 & 24 and 26 fronting forty five (45) feet on the west side of Maple street and running back between parallel lines one hundred and eighty eight (188) feet to an alley and being the same property conveyed to A. W. Howard by and of J. T. W. Fladder and wife registered in Book 124 Page 521 Register's Office Davidson County and the same conveyed to said W. Fladder by deed of A. V. S. Findaly and wife registered in Book 109 Page 309 of said Register's office to both which deeds reference is here made for further particulars. To have and to hold said property to the said C. B. Duncan Cashier 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 C. B. Duncan Cashier 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 the Bank of Commerce the sum of Two Hundred Dollars for 60 days as evidenced by our promissory note of even date with this instrument for that amount

The debt secured by this conveyance has been paid to me this last day of Nov 1890. A. W. Howard & wife
C. B. Duncan Cashier
Trustee

are sixty days after date to the order of said Bank of Commerce to secure the payment of which note 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 publication in some news paper published in Nashville Davidson County Tenn 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 as each falls due respectively enter and take possession of said property and shall only account for 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 $1000. 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 & 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 collect the amount so expended as part