inheritance thereinin fee simple that they have good right full power and lawful authority to grant bargain sell and convey the said premises and every part thereof to the said party of the third part in manner and form aforesaid that the said premises are free and clear from all taxes liens and encumbrances whatsoever And that the said parties of the first part will ever warrant and defend the same to the party of the third part or his successor in Trust and his assigns forever against the lawful claims of all persons whomsoever. But this conveyance is made in trust for the following uses and purposes and none other to wit the said parties of the first part are indebted to the said party of the second part in the sum of Six Thousand (6000) Dollars for money loaned to them evidenced by their bond bearing even date herewith and conditioned for the payment to the said party of the second part of the just and full sum of Six Thousand (6000) Dollars upon the terms therein specified with interest thereon at Six (6) percentum per annum from the date hereof as hereinafter more particularly stated all payable at the office of the said party of the second part in the City of Milwaukee and also for the payment of all taxes and insurance and for keeping the improvements on said premises in good repair and preservation And the said parties of the first part being desirous to secure and make certain the payment of the same therefore it is hereby covenanted and agreed by and between the parties to this deed that in case said Christian Church of Nashville and its said Trustees and their successors John G. Houston, Samuel S. Wharton, George N. Tillman and J. Willis Bonner their heirs executors or administrators shall pay or cause to be paid to the said party of the second part its successors or assigns the just and full sum of Six Thousand (6000) Dollars at the expiration of three years from the date of these presents with interest thereon now to be paid at the rate of Six (6) percentum per annum payable semi annually on the first day of March and of September in each and every year both principal and interest payable at the office of said party of the second part in the City of Milwaukee in the State of Wisconsin and shall on or before the first day of May in each and every year procure and deliver to said party of the second part at its office in the said City of Milwaukee duplicate receipts of the proper officers for the payment of all taxes levied or assessed on said premises for the preceding year according to the condition of said bond bearing even date herewith executed by the said Christian Church of Nashville and by its said Trustees and the said John G Houston Samuel S. Wharton George N. Tillman and J. Willis Bonner to the said party of the second part and shall moreover keep the improvements on said premises in good repair and preservation and shall pay annually to the proper officers all taxes which shall be assessed on said real estate And if the said Christian Church of Nashville and its said Trustees and their successors and the said John G. Houston Samuel S. Wharton, George N. Tillman and J. Willis

Bonner their heirs executors administrators or assigns shall keep such insurance as is above mentioned and keep the policy or policies thereof assigned as aforesaid then these presents and the said bond or writing obligatory shall cease and be of no further force or effect and the said party of the third part Trustee shall reconvey at their expense by quit claim the said land and premises to the said parties of the first part or to their successors or assigns. But in case of the non payment of any sum of money (either of principal interest insurance money or taxes) at the time or times when the same shall become due agreeably to the conditions of these presents or of the aforesaid bond or any part thereof or in case of any neglect or refusal to keep the improvements on said premises in good repair and preservation or to keep said buildings insured or the policy or policies assigned as aforesaid then in such case this conveyance is to remain in full force and effect and the whole amount of said principal sum shall at the option of the said party of the second part its successors or assigns be deemed to have become due and payable: And the same with interest thereon at the rate aforesaid shall thereupon be collectible in a suit at law or by foreclosure of this trust deed in the same manner as if the whole of said principal sum had been made payable at the time when any such failure in any payment shall occur as aforesaid. And then the said party of the third part as Trustee or his successor in trust after giving twenty days notice of the time place and terms of sale by weekly publications in some newspaper published in the County Davidson Tennessee may expose the said land and premises at the Court House door in said county to public sale and sell the same to the highest bidder for cash and free from all equity of redemption and all other exemptions of every kind the said party of the second part its successors and assigns may bid at any sale under this conveyance and the said parties of the first part agree that David B. Ramsey the Trustee party of the third part hereto may at any time after default in payment of principal or interest as each or either falls due respectively enter and take possession of said land and premises and shall only account for net rents received by him. In case of sale of said land and premises under this deed of trust the proceeds will be applied by the Trustee. First to the payment of all the necessary expenses charges and costs of executing this trust and the sale thereunder including attorneys fees and the expense of any litigation which may arise on account of the execution and enforcement of this Trust. Secondly to the payment and satisfaction of all that may remain unpaid on said bond whether due or not due and any balance of said debt not paid by such sale shall then and thereafter be and remain due and the subject of immediate suit. And Thirdly pay the residue of any thereof to the said parties of the first part or to their successors or assigns and on such sale the said Trustee or his successor in trust is authorized to make and execute to the purchaser or purchasers his her or their heirs and assigns forever good and