after date and to bear interest from date. Now if We shall pay the sum aforesaid when due, according to the terms of said note, then this instrument is to be of further force or effect. But if we fail to pay the said sum of money when due, as aforesaid, or any part of said sum 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 20 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 we are hereby expressly waived, and the said Trustee or his successor in trust is authorized to make a deed to the purchaser. The executor 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 net 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 $4000.00 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 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 D F Mills 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 W L Bainbridge shall be vested in said successor This 7th day of March 1891

D F Mills
A C Mills

State of Tennessee }
Davidson County } Personally appeared before me J M Hart Clerk of the County Court of said County the within named D F Mills & Wife A C Mills the bargainors with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein contained. And A C Mills Wife of the said D F Mills having personally appeared before me, privately and apart from her husband, the said Mrs A C Mills 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 7 day of March 1891

(Seal) J M Hart
Notary Public

Received March 7th 1891 at 3.05 P.M.
Fee

Registered March 21 1891

Deed Recorded
Feb 3 Trust
John Ruhm Jr
Trustee.

On the 5th day of January 1891 Charles Nelson deceased a decree in the Chancery Court of Davidson County in the cause of Charles Nelson vs Bruiler & Heese, being No 16424 of the Rules, against Matt Bruiler and Fred Heese for Ten Hundred and Ninety Seven Dollars and Twenty Five cents, and costs An Execution was issued and returned nulla bona, whereupon a Bill was filed by the said Chas Nelson to set aside certain conveyances and to reach certain equities of the said Matt Bruiler and Fred Heese. Now by request of the said Fred Heese, the said latter bill has been dismissed and he has executed his two promissory Notes of even date for Five Hundred and Fifty Seven Dollars and seventy-seven and one half cents each, at one and two years with interest from date. To secure the payment of said notes we, Fred Heese and Minnie Heese his wife, have this day sold and conveyed and do hereby transfer and alien to John Ruhm Jr the following described Real Estate:- A certain tract or parcel of land in the eighth Civil District of Davidson County State of Tennessee, as follows; Situated on the Nolensville Turnpike Road, about four and one-half or five miles from the City of Nashville containing by estimation Forty Five & one fourth acres more or less, and bounded on the east by the Nolensville Turnpike Road, on the west by Charles and Miss Willie Williams, and on the south by Edmondson & Patterson; being the same land conveyed to Fred Heese by John Barlow by deed recorded in Book No 92 page 457 R.O.D.D. but including and excluding this one fourth acres, more or less, reserved by said Barlow in his deed to Reese, as fully described in said Deed; and being the same property conveyed by Fred

Attest D F Scott Sup't Reg

Recorded Feb 3rd 1893. at 3 o'clock P.M.
Examined
By Deputy