they have a good right to convey the same and the title thereto will warrant and forever defend against the lawful claims of any and all persons whomsoever. But this deed is made in trust for the following purpose to wit: Whereas the said Samuel P. Jewett and Virginia V. Jewett did on the 8th day of May 1891 make execute and deliver to the said Lombard Investment Company one principal real estate bond for the sum of Twenty four hundred dollars borrowed money of the even date herewith payable as follows. Twenty four hundred Gold dollars on May 1st 1891 (Borrower shall the option of paying the principal of this loan at the maturity of any interest coupon on and after May 1st 1894) with interest coupons thereto attached of even date herewith falling due respectively on the first days of November and May in each year and until the same are fully paid all payable at the office of the Lombard Investment Company (Kansas City Missouri with interest thereon at the rate of six per cent per annum payable semi annually after maturity on and after default until paid. And whereas said party of the first part agree to and with the said party of the third part and it successors endorsees or assigns to pay all taxes and assessments general or special now existing against said land and improvements and to pay when due and before the same become delinquent all taxes and assessments general or special hereafter levied or charged thereon. And also to keep said land and improvements thereon free from all statutory mechanics and other liens to keep the improvements upon said land constantly insured for the benefit and to the satisfaction and approval of James L. Lombard Manager of the said Lombard Investment Company or his successors endorsees or assigns until said bond and interest coupons be paid for the sum of Twenty four hundred dollars and the policy or policies of insurance therefor constantly assigned or pledged and delivered to said Lombard Investment Company for further securing the payment of said bond and interest Coupons. It is also agreed that in the event of any subsequent sale of this property by said party or of his failure neglect or refusal or of such failure neglect or refusal of his heirs or assigns to insure the buildings as hereinbefore agreed or to reinsure the same and deliver the policy or policies properly assigned or pledged to the said Lombard Investment Company before noon of the day on which any such policy or policies shall expire or to have such policy or policies duly assigned to the grantee of said first party then said James L. Lombard Manager is hereby authorized and empowered as attorney in fact for the said first party or his heirs or grantee to insure or reinsure said buildings for said amount in such Company or Companies as he may select or to assign such policy or policies to such grantee of said first party for the benefit of the said Company or the owner of said bond. The said James L. Lombard Manager as such attorney in fact may sign all papers and applications necessary to obtain such insurance for the name place and stead of said first party or his heirs or grantee. And it is further agreed in the event of a loss under such policy or policies the said James L. Lombard Manager shall have full power to demand receive collect and settle the same and for that purpose may in the name place and stead of said first party or his heirs or grantee and as his or their attorney in fact sign and indorse all vouchers receipts and drafts that shall be necessary to procure the money thereunder and to apply the amount so collected toward the payment of the bond interest coupons and interest thereon and if any or either of said agreements be not performed as aforesaid then the said party of the third part its successors endorsees or assigns may pay such taxes and assessments or any part thereof may effect insurance as hereinbefore agreed paying the cost thereof and may also pay the final judgment for the liens hereinbefore mentioned including all costs. And for the repayment of all moneys so paid with interest thereon from the time of payment at the rate of Six per cent per annum payable semiannually these presents shall be a security in like manner and in like effect as for the payment of said bond and interest coupons. Now if said bond and interest coupons be paid when due and said agreements be faithfully performed as aforesaid then these presents shall be void and the property hereinbefore conveyed shall be released at the cost of the said party of the first part. but if default be made in the payment of said bond or interest coupons or any part thereof at the time and place mentioned in said bond and interest coupons or in the faithful performance of any of said agreements as aforesaid then this deed shall remain in full force and effect. It is further expressly agreed that if the party of the first part shall fail or neglect to pay or cause to be paid the principal bond herein secured or the interest coupons attached to the bonds herein described or any part thereof when the same become due and payable or fail to insure the building situated upon said land and deliver the policy of insurance as hereinbefore provided or fail or neglect to pay or cause to be paid all taxes assessments or public rates levied upon said premises when the same become due and payable under the laws of the State of Tennessee and before the same become delinquent or shall allow or permit any of the aforementioned liens to stand or to be placed against the premises herein conveyed that will in any manner affect or weaken the security herein or shall commit waste upon said premises or do any other act whereby the property herein conveyed is made less valuable then upon the happening of any of the above contingencies the whole amount hereby secured shall become due and payable at once without notice and the said party of the second part or in case of his death inability refusal to act or absence from the County then the then acting) sheriff of said County of Davidson who shall thereupon become the successor of said John D. Dunn to the title to said property and the same become vested in him in trust for the purpose and objects of these presents and with all the powers duties and obligations thereof may proceed to sell the property hereinbefore described and any and every part thereof at public vendue to the highest bidder at the front door of the Court House of Davidson County Tennessee for cash first giving thirty days public notice of the time terms and place of sale and of the property to be sold by advertisement in any one newspaper printed in said County and upon such sale shall execute and deliver a deed of conveyance in fee of said property to the purchaser or purchasers thereof. Any statement or recital of fact in such deed in relation to the non payment of the money hereby secured to be paid or existence of indebtedness so secured notice by advertisement sale the receipt of the money or the happening of any of the aforesaid events whereby the Sheriff may become successor as herein provided shall be prima facie evidence of the truth of said statement or recital And the burden of proof to the contrary shall be upon the first party his heirs or assigns and the said Trustee shall receive the proceeds of said sale out of which he shall pay. First the costs and ex-