transfer and convey to E J Ashcroft Trustee, and his successor in trust, certain property in the State of Tennessee Davidson County, Civil District number = described as follows. to wit: Lot No 51 in Pageot's Fairfield Village Plan of record in Plan Book 21 page 88 R.O.D.C. said Lot fronts 50 feet on the south side of Sycamore Street, and runs back between parallel lines 170 feet to an alley. To have and to hold said property to the said E J Ashcroft Trustee, and his successor 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 heirs and representatives to warrant and defend the title to said property to the said E J Ashcroft 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 Wm Tolbert and wife Ann Tolbert are indebted to R Faulconer as evidence by promissory note of even date herewith in the sum of One Hundred Ten $^{00}/_{100}$ Dollars said note bears date of Sept 2nd 1891, and is due Sept 2nd 1892. Now if the said Wm Tolbert & wife Ann Tolbert 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 they 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 thirty (30) days notice by weekly publications 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 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 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 $ = 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 Wm Tolbert and wife Ann Tolbert, 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 power and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to executed this trust, and the title herein conveyed to E J Ashcroft Trustee shall be vested in said successor. This 2nd day of September 1891

Wm Tolbert
Anna Tolbert

State of Tennessee }
Davidson County } Personally appeared before me J T Woods a Notary Public in and for said County and State, the within named Wm Tolbert the bargainor with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained. And Ann Tolbert wife of the said Wm Tolbert having personally appeared before me privately and apart from her husband, the said Ann Tolbert acknowledged the execution of 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 and official seal at my Office in Nashville Tennessee, this 2nd day of September 1891

(SEAL) J T Woods
Notary Public

Received September 3rd 1891 at 9.37 A.M.

Registered September 7th 1891

Annie L Taylor et al To Trust E J Ashcroft Tr.

For and in consideration of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, We Annie Louise Tyler and husband John H Tyler have this day bargained and sold and do hereby transfer and convey to E J Ashcroft Trustee, and his successor in trust, certain property in the State of Tennessee Davidson County Civil District number 13 described as follows to wit. Being Lot number sixteen (16) in W J Settle's subdivision of Lot No (7) seven in Woodside Plan, as shown by plan of record in Book 57 page 132 Register's Office of Davidson County. Said Lot fronts fifty (50) feet on West side of Alberta Avenue and runs back between parallel lines One Hundred and forty feet to an alley, and is the same lot conveyed by E M Dyer Trustee to Annie Louise Tyler by deed recorded in Book No 167 page 27 R.O.D.C. To have and to hold said property to the said E J Ashcroft 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 E J Ashcroft 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: Whereas the said Annie Louise Tyler and husband John H Tyler have this day become indebted to Reuben Faulconer in the sum of sixty five and $^{00}/_{100}$ Dollars, as evidenced by their joint promissory note of even date hereof for the said sum of sixty five and $^{00}/_{100}$ dollars $^{65}/_{100}$ payable to the order of said Reuben Faulconer at six months after date. Now if the said Annie Louise and John H Tyler shall pay the sum aforesaid when due, according to the term of said note, then this instrument is to be of no further force or effect. But if they fail to pay

The note for $65 mentioned herein was paid to the Cashier of the Bank of Commerce & Trusts, Nashville Tenn. July 8th 1892. R Faulconer

The grantors herein request the Register to satisfy this deed of record on the payment of the debt secured thereby. This 2 Sept 1892 Wm Tolbert