or the Grantee herein secured, may do either, and charge and treat the amount corresponded, 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 Eldridge Cooper 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 trusts 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 H B Barkett shall be vested in said successor. This 23 day of Feby 1892.

Eldridge Cooper
Anna [illegible] Cooper

State of Tennessee }
Davidson County } Personally appeared before me R Cowan a Notary Public in and for said County and State, the within named Eldridge Cooper, and Anna Cooper the bargainers with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. And Anna Cooper wife of the said Eldridge Cooper having personally appeared before me, privately and apart from her husband, the said Anna Cooper 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 Nashville Tennessee this 24th day of February 1892.

R Cowan
Notary Public

Seal

Received Feby 25th 1892 at 5 PM.

Registered March 2nd 1892.

Hall H H
to
Hensley H B

To Trust Deed

State of Tennessee Davidson County.

This Trust Deed made and executed, this the 24th day of February 1892, by and between H H Hall and his wife Isabella Hall, citizens of Davidson County Tennessee, and hereinafter designated as parties of the first part; H B Hensley Trustee, likewise a citizen of said State and County, and hereinafter designated as party of the second part and the Nashville Trust Company, a corporation chartered, organized and doing business under and by virtue of the laws of the State of Tennessee, and having its principal offices in Davidson County Tennessee, beneficiary, and hereinafter designated as party of the third part. Witnesseth That for and in consideration of the sum of Five Dollars cash, paid to us by the said H B Hensley Trustee, party of the second part, the receipt of which is hereby acknowledged and the other good and sufficient considerations hereinafter mentioned We do H H Hall and wife Isabella Hall, have given, granted, bargained, sold aliened and conveyed, and by these presents do hereby give, grant, bargain, sell, alien and convey unto the said H B Hensley Trustee, party of

Hall H H to Hensley H B Trust Deed

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the second part, and his successor or successors in trust, a certain tract or parcel of land, lying and situated in the City of Nashville, County of Davidson and State of Tennessee, described as follows. A lot of land, fronting 52½ feet on the north side of Russell Street, and running back between parallel lines 170 feet to an alley. Being composed of Lot No 55 and 2½ feet off of the east side of Lot No 56 in Henry Woods addition to Edgefield (now East Nashville), a plan of which is recorded in Book No 21 page 5 of the Registers Office for said County. Being the same lot of land conveyed to us by Hall by deed of Jos White Trustee, executed July 1st 1886, and recorded in the Office of the Register of Davidson County Book No 95 page 362 to which reference is here made. To have and to hold said tract or parcel of land with the estate, title and interest thereto belonging to the said H B Hensley Trustee, and party of the second part, and his successor or successors in trust forever, and we H H Hall and wife Isabella Hall, parties of the the first part, do covenant with the said H B Hensley Trustee, party of the second part, that we are lawfully seized and possessed of said land in fee simple have a good right to convey it, and that the same is not encumbered, and we do further covenant and bind ourselves and our heirs and representatives to warrant and forever defend the title to said land to the said H B Hensley Trustee, and party of the second part, and his successor or successors in trust forever against the claims of all persons whomsoever. But this is a Trust Deed and made for the following purposes and none other that is to say The party of the third part has this day loaned the parties of the first part the sum of $3000. and the said H H Hall, one of the parties of the first part, has this day executed to the party of the third part, his promissory note for the sum of $3000 due two years after date, and bearing interest at the rate of six per centum per annum, payable semi annually to the party of the third part, and which several sums of interest are evidenced by four several promissory notes, each for the sum of $ 90 and maturing in six, twelve, eighteen and twenty four months from date, respectively, and for the purpose of securing the prompt payment of all said notes as they shall severally become due and payable, this instrument is executed. Now should said indebtedness hereby intended to be secured be paid at maturity, as is above provided in said notes, then this trust deed is satisfied, and the party of the second part is hereby authorized, empowered, and directed to release and reconvey said property above described to the parties of the first part but at their expense, but the release of the second party upon the margin of the Registers Office, in the Book where this instrument shall be registered, shall be sufficient to reinvest the first parties with the legal title to said property without the necessity of a formal re-conveyance. Should said notes and indebtedness hereby intended to be secured or any part hereof, either in the principal note or interest notes, be not promptly paid at their respect-