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 semi-annually, these presents shall be a security in like manner and in like effect as for the repayment 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 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 herein 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 Nelson & Parker 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 expenses of executing this trust, including compensation to the Trustee for his services; next to said third party or its endorsees or assigns, for all moneys paid for insurance and taxes, the aforesaid lien claims and interest thereon, as hereinbefore provided; and next the interest coupons and interest thereon due and unpaid; and lastly the amount of said bond, with interest thereon up to the time of such payment, and if not enough therefor, then apply what remains; and the surplus of such proceeds, if any, shall be paid to the said party of the first part, or his legal representatives, or to any person or persons entitled to receive the same under the laws of the State of Tennessee. And if after such sale and application of proceeds, there shall remain a balance due on the indebtedness hereby secured, then the said Nelson & Parker or his successor, is hereby appointed Attorney in fact of said first party, with full power and authority to go before any court of competent jurisdiction and confess a judgement for the amount of said balance against said first party, and in favor of said Company or its assigns, and the report of sale by said Nelson & Parker or his successor, shall be prima facie evidence of the amount of said balance. Said party of the first part also agrees, if suit be brought to foreclose this deed, to pay the party suing, in addition to the taxable costs, the cost of procuring and continuing the abstract of title of said land for the purpose of suit, and a twenty per cent attorney fee for the attorney or solicitor employed in suing, the amount thereof to be taxed by the court as a part of the costs of foreclosure, and that the judgement or decree shall include such sum, and the costs of abstract of title, and all moneys paid by the party or parties suing, or on whose behalf the suit may be brought, on account of insurance, taxes, assessments, or the aforementioned lien claims, with interest thereon as aforesaid, including fees paid to such attorneys, as well as all payable on said Bond, whether due or not, are all to be a lien under this deed. The Bond and oath of Nelson & Parker Trustee, and also all my right and equities of redemption or repurchase of said land, are hereby severally and expressly waived. In witness whereof I have hereunto set my hand at Nashville Tenn on the day and year first above written.

Cornelia C Benton.

Executed in the presence of Green Benton, A D Caldwell