pay said debt at or before the maturity there of this conveyance shall be null & void; otherwise to remain in full force & effect according to the laws of the State of Tennessee. Witness our hands this 5th day of July 1893.

A E Coutellier.
Agnes L Coutellier.

State of Tennessee }
Davidson County } Personally appeared before me Wm W Southgate Notary Public in and for said County, the within named A E Coutellier & wife Agnes L Coutellier the bargainors, with whom I am personally acquainted and acknowledged that they executed the annexed instrument for the purposes therein expressed. And Agnes L Coutellier wife of the said A E Coutellier having personally appeared before me, privately and apart from her husband, she the said Agnes L Coutellier 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 and official seal, this 5th day of July 1893.

Wm W Southgate
Notary Public

(SEAL)

Received July 6th 1893 at 10.02 AM.

Registered July 8th 1893.

Sweeny J H et al To Smith R T Tr.

For and in consideration of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, We J H Sweeny Trustee, J H Sweeny & wife Carrie Sweeny & C H Goodlett & wife S Louise Goodlett have this day bargained and sold, and do hereby transfer and convey to R T Smith Trustee and his successors in trust, certain property in the State of Tennessee Davidson County, Civil District number One described as follows towit. Part of Lot 22 in Vertrees's Union Bank Plan of Lots in North East Nashville & Beginning at a point on the south side of Spring Street seventy seven feet east from the intersection of Spring & Stewart or North Third Streets, & running thence in an easterwardly direction with the south margin of Spring Street one hundred & two feet, more or less to a point; thence at right angles in a southwardly direction one hundred & forty nine feet; thence in a southwesterwardly direction parallel with the Louisville & Nashville Railroad one hundred and thirty five feet; thence in a northwardly direction two hundred & thirty eight feet to the beginning. See deed in Book 165 page 382 Registers Office Davidson County. To have and to hold said property to the said R T Smith 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 our heirs and representatives to warrant and defend the title to said property to the said R T Smith 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 towit. Said J H Sweeny & C H Goodlett have this day borrowed of A V Lindsley the sum of One Thousand Dollars, as evidenced by their promissory note of even date herewith for that amount, due two years after date, to the order of said Lindsley, and for the interest on said note they have executed their four promissory notes, all of even date herewith, each for thirty dollars, due 6, 12, 18 & 24 months after date to the order of said Lindsley, to secure the payment of all which notes this conveyance is made. Now if we shall pay the several sums aforesaid when due according to the terms of said notes, then this instrument is to be of no further force or effect. But if we fail to pay the said sums of money when due as aforesaid or any part of said sums, according to the terms above expressed, then upon such default this conveyance remains in full force and effect, & the principal sum shall become due, & payable and the said Trustee, or his successor in trust, is hereby authorized and empowered upon giving thirty 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 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 $400.00 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 attorney's fees, and the