or stake, thence southwardly and at right angles 135 feet to the beginning, being parts of Lots 172 and 173 Williams Second Addition to Edgefield now East Nashville. To have and to hold said property to the said A V D Lindsley 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 A V D Lindsley 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 we are indebted to G H Hale in the following sums $560 due Jany 10. 1895, $590. due Jany 10. 1896, and $112 due Dec 29. 1894, as shown by our three notes of even date herewith all payable without interest to order of G H Hale and whereas we are desirous of securing said Hale in said sum and interest 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 either of said sums, 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 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 $500 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 owner 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

The above mentioned Notes executed by Wm Sands to me this day. John T. Lindsley

All that part of Lot 172 lying on the south side of Main St.

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 us 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 trust 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 A V D Lindsley Trustee shall be vested in said successor. This 27 day of Jany 1894.

C H Sweeney
Mrs Willie C Sweeney

State of Tennessee
Davidson County. } Personally appeared before me P. J. Flanigan a Notary Public in and for said County and State the within named Chas H Sweeny and Willie C Sweeny the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within annexed instrument for the purposes therein contained. And Willie C Sweeny wife of the said Chas H Sweeny having personally appeared before me privately and apart from her husband the said Willie C Sweeny 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 Town this 30th day of January 1894.

(Seal) P J Flanigan
Notary Public

Received Jany 31st 1894 at 11.30 AM

Sands Et al To Trust The Nashville Tr Co. Tr.

Registered February 6th 1894.

For and in consideration of One Dollar to us in hand paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, we W E Sands and wife Georgia A. Sands and J D Sands and wife Sarah J Sands have this day bargained and sold, and do hereby transfer and convey to The Nashville Trust Company, and its successors in trust, certain property in the State of Tennessee Davidson County civil district number 9th, described as follows, to-wit. Lots Nos 21. 22. 24. 25. and 26 in the Hinchey Petway Plan of record in Minute Book J" page 442 of the Chancery Court of Davidson County State of Tennessee and bounded as follows: as surveyed by W W Lyle surveyor to-wit. Beginning at a point in the Mill Creek Valley Pike road, the south west corner of A Gregory's land, running thence north 1/2° E 158 42/100 poles to a stake, thence N 88 3/4° W 26 40/100 poles to a stake, thence south 10 1/4° west 16 28 poles to a stake, thence N 88 3/4° W 23 40/100 poles