W.N. Timmons
et ux
To
J.S. Pilcher
Jr.

Trust

Registered November 2nd 1893.

For and in consideration of the sum of $5 and the other considerations hereinafter mentioned, we, W.N. Timmons and his wife Mary R. Timmons, have bargained and sold and hereby alien and convey unto Jas. S. Pilcher, as trustee, the following described real estate: Lot No 1 (except the northern nine feet thereof that is excepting the strip fronting 9 feet and running back of equal width to an alley), and the northern nine feet of lot No 2, that is a strip of ground which fronts nine feet on the street and runs back of equal width to an alley, and lot No 3, all in Martin Byrds subdivision of lot no 10 in Hardings Lytle tract, plan of which is recorded in Book 57 at page 159 R.O.D.C. which lot 3 and parts of lot 1 and 2 front on the west margin of Salem Street, and run back westward to an alley said lot 1 being on Albion Street in the City of Nashville Tennessee. For a more particular description see said plan: also the following described lot or parcel of ground lot no 7 and part of lot no 8 in J.M. Irwins Addition to Nashville, plan of which is recorded in Book no 17 at page 615 R.O.D.C: said lot 7 and part of lot 8 being described more particularly as follows. Begin ning on the north side of Lafayette Street at Geo. W. Sweeney's Corner, thence northward at right angles with said Street with Sweeneys line 115 feet: thence eastward with Sweeneys line 20 feet and 4 inches to the corner of an alley: thence continuing in the same direction, and with the line of said alley 48 feet to another alley: thence southward with the line of said last mentioned alley 12 feet: thence eastward and parallel with the first line mentioned 59 feet and 3 inches to Lafayette Street: thence with said Street northward 50 feet to the beginning: it being the same property conveyed to the said W.N. Timmons by deed of J.M. Hill recorded in Book 181 page 388. to which deed reference is here made. To have and to hold all of the above described property to the said Pilcher as such trustee, his heirs and assigns forever. The grantors herein covenant that they are seized and possessed of all of the above described property in fee simple: that they have a good right to convey the same, and that said property is unincumbered and said grantors bind themselves, their heirs and assigns to forever warrant and defend the title thereto to the said J.S. Pilcher Trustee, his heirs and assigns against the lawful claims of all persons. The object of this deed, however is to secure the prompt payment of a note of even date herewith due in twelve months from date and for $100, and two interest notes for $33, each, due in six and twelve months respectively to C.L.S. Governmishield for borrowed

money. If said notes are paid at maturity, this deed to be void, but if default be made in the payment of said notes or either of them at maturity, said Pilcher, or his successor as such trustee, after giving twenty days notice by weekly publication in some newspaper published in Nashville of the time, place and terms of sale, shall sell said lands to the highest bidder for cash, and free from the equity of redemption and free from all dower and homestead rights such sale to be made at the door of the Court house of Davidson County Tennessee. Out of the proceeds, said trustee shall pay first the costs and charges of this deed and of the trust herein created, including reasonable compensation to said Trustee: second: whatever may be then unpaid on said notes: third: the balance to the said W.N. & M.R. Timmons his heirs or assigns. Said grantors will keep the buildings on said lots 1 & 3 insured in some solvent Company in the sum of $ = each, and the buildings on said lots 7 and part of 8 in the sum of $ = and have the policies assigned to said trustee, loss if any payable to the said Trustee as his interest may appear. Said grantors will pay for recording this deed. Said Trustee shall not be required to execute bond. Should it become necessary or proper to go into Court, either as plaintiff or defendant, for the enforcement or defence of any right herein secured, or for the collection of said notes, the holder of said notes shall be entitled to reasonable attorneys fees in any such litigation. Should said Pilcher for any reason be unable or decline to execute the provisions of this deed, the holder of said notes shall have power, by instrument in writing acknowledged so as to be admissible to registration, to appoint a new trustee in his stead who shall be clothed with all of the powers, rights and duties as herein conferred upon said Pilcher. The said Mary R. Timmons hereby binds her separate estate to and for the faithful keeping of the above covenants and warranties. Witness our hands this the 15th day of November 1893.

W.N. Timmons
Mary R. Timmons

State of Tennessee
Davidson County

Personally appeared before me James Alexander a Notary Public in and for said County and State, the within named W.N. Timmons & wife Mary R. Timmons the bargainors, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained. And Mrs Mary R. Timmons wife of the said W.N. Timmons having personally appeared before me, privately and apart from her husband, the said W.N. Timmons, acknowledged