manner stated. and should said party faithfully & promptly purchase logs, saw and deliver lumber to the said party of the second part in size and quantity, in the manner and form and within the time specified, and in all particulars fully and faithfully comply with their said contract aforesaid with the said Shepard & Morse Lumber Company and keep said Lumber hereby transferred and conveyed insured in some solvent insurance Company or Companies acceptable to said Shepard Trustee in a sum not less than $5000. for the benefit of the said Shepard and Morse Lumber Company, then this obligation shall be null and void. But should the said Cumberland Lumber Company, party of the first part fail or refuse to pay the said sum of $5000. loaned them as aforesaid or any part thereof with interest as provided in said contract and further should fail or refuse to pay with interest any other sum or sums which the said party of the second part may hereafter loan or advance to the said party of the first part and which is hereby agreed may be done. and further should the said party of the first part fail or refuse to purchase logs, to saw manufacture and deliver the lumber in kind and quantity mentioned and specified in the aforesaid contract as therein contracted and agreed, then and in that event or events, or the happening of either of them, the said Shepard as Trustee as aforesaid or his successor as Trustee is hereby fully authorized and empowered upon giving twenty days notice by weekly advertisement in some newspaper published in Nashville Tennessee of the time & place, to sell all of the foregoing described lumber & personal property to the highest bidder for cash, or so much thereof as may be necessary to pay the said sum of $5000. with interest or any part thereof remaining unpaid Also any other sum or sums advanced as aforesaid if any, also to pay any damages resulting from the failure or refusal (if there should be either) of the said party of the first part to purchase logs, saw, manufacture and deliver to the said party of the second part the lumber mentioned and described in the said contract & within the time as specified as aforesaid But the said Trustee shall first pay out of the proceeds of said sale the expenses of executing this trust including a reasonable fee to himself and his Attorney or attorneys, should legal services be necessary for the protection and enforcement of the same, and the balance, if any left after the payment of said costs, debts, damages etc shall be paid over to the said party of the first part. In witness where-



of the said Cumberland Lumber Company party of the first part, hereunto subscribes its Corporate name by the hands of its duly authorized officers & having no Corporate seal, this 5th day of January 1895.

Cumberland Lumber Company
Geo Benedict P.
by O. Ewing Secy.

State of Tennessee
County of Davidson } I, R. S. Cowan, Notary Public, do hereby certify that George Benedict President of the Cumberland Lumber Company & O Ewing Secretary of the same Company whose names are signed to the foregoing instrument and with whom I am personally acquainted, acknowledged before me this day, that being informed of the contents of said instrument, they executed the same as their act and deed as the President and Secretary respectively of the said Company for and the act and deed of said Company for the purposes therein contained. And the said George Benedict & O Ewing acknowledged and stated before me, & in my presence that they were the President & Secretary respectively as aforesaid of the Cumberland Lumber Company and that they signed their names thereto by order of the Board of Directors of said Company. In witness whereof I hereunto set my hand & affix my official seal this the 8th day of January 1895.

[seal] R. S. Cowan
Notary Public

Recd Jany 8th 1895 at 10:08 A.M.)

J. L. Massey
to
H Lusky

Registered Jany 8th 1895

Nashville Tenn Jany 8th 1895. For and in consideration of the sum of Twenty eight Dols. $28.00 Cash in hand paid me this day, the receipt of which I hereby acknowledge. I bargain and sell to H Lusky, the following described property. One gray horse 5 years old 15½ Hands high, and one yellow Phaeton buggy and one set yellow harness, the above described property is all mine, and I do not owe anything on same and I guarantee the title to be good in me. The above described property I agree to store subject to H Lusky's order. The above described horse the same I bought from C H Dezevallos. J. L. Massey.

State of Tennessee
Davidson County } Personally appeared before me P. A. Shelton Clerk of the County Court of said County the within named J. L. Massey the bargainor with whom I am personally acquainted & who ac-