said land to the said James Woods Jr. his heirs, personal representatives or assigns, against the lawful claims of all persons. But the foregoing conveyance is made for the following purposes and none other: That is to say the said Walter Wakefield and wife Laura Wakefield are indebted to the Nashville Land Improvement Company, a corporation organized and existing under the laws of Tennessee, in the sum of Seventeen Hundred and fifty Dollars as evidenced by Eighty eight notes of even date herewith by them executed, payable to the order of the Nashville Land Improvement Company, to-wit; Eighty seven notes for Twenty (20) Dollars each maturing monthly from October 16th 1895, to December 16th 1902 and one note for Ten (10) Dollars maturing Jan. 16th 1903, being the same notes set out in the deed from the Nashville Land Improvement Company to Mrs Laura Wakefield of this date for the property herein mentioned, with interest from date, and secured by a lien on the property above conveyed; and the said Walter Wakefield and wife Laura Wakefield are desirous to make sure of the prompt and regular payment of said notes as they mature. Now if the said Walter Wakefield and wife Laura Wakefield pay, or cause to be paid, all of said notes as they mature, then this conveyance is to become void, and be for nothing held. But if at any time five or more of said notes are past due and unpaid, then, at the election of the Nashville Land Improvement ~~Company~~ or other lawful holder of said notes, all of said debt may be considered due; and on demand of the holder of said notes the said James Woods Jr. shall proceed to enforce the collection of the entire debt by a sale of the premises herein conveyed. The sale shall be made after advertising once a week for three consecutive weeks preceding the day of sale, in some newspaper published in Nashville. Sale to be from the Court House door in Nashville, by public auction, to the highest bidder, for cash; and said James Woods Jr. or his successor in trust is hereby authorized to execute a deed, conveying title in fee in said premises to the purchaser at said sale, or his assigns, free from the equity of redemption, homestead, and dower. And the said Walter Wakefield and wife Laura Wakefield hereby covenant to surrender possession of the premises to said purchaser, on exhibition of his deed, without further legal process. The said Walter Wakefield and wife Laura Wakefield covenant to keep said premises insured in some first class Insurance Company in the sum of One Thousand Dollars against



loss or damage by fire, lightning or wind; loss, if any, payable to the Nashville Land Improvement Company as its interest may appear; and the said Nashville Land Improvement Company shall have the custody of the policy or policies. In case said Walter Wakefield and wife Laura Wakefield fail to keep the policy or policies in force by paying the premiums on same as they mature, the Nashville Land Improvement Company is authorized to pay the same. The said Walter Wakefield and wife Laura Wakefield also covenant to pay all taxes that may be levied against said property; and in case of failure so to do, the Nashville Land Improvement Company is authorized to pay the same. The said Walter Wakefield and wife Laura Wakefield also covenant to keep the premises in good repair; and in case of failure so to do, the Nashville Land Improvement Company may order the necessary repairs, and pay for same. Any payment by the Nashville Land Improvement Company for premiums on Insurance Policies, Taxes, or Repairs, shall create a debt a debt against said Walter Wakefield and wife Laura Wakefield for the amount so expended; and the Nashville Land Improvement Company may apply to the extinguishment of said debt the first moneys thereafter paid to it by said Walter Wakefield and wife Laura Wakefield. In case of a sale of the premises under the power herein conferred, the said ~~=~~ shall apply the proceeds- 1. To the expenses of administering this trust, including the compensation of the Trustee. 2. To the payment of all taxes that ~~remain~~ unpaid against the premises. 3. To the payment of all of the unpaid notes herein secured, both principal and interest, without regard to whether, on their face, said notes are or are not due. 4. The remainder he shall pay to said Laura Wakefield, her heirs devisees or assigns. In testimony of which the said Walter Wakefield and wife Laura Wakefield have hereunto set their hands this 16 day of August 1895.

Walter Wakefield.
Laura Wakefield.

State of Tennessee
Davidson County } Personally appeared before me, T. C. Weakley, a Notary Public in and for said County and State, the within named Walter Wakefield and wife Laura Wakefield the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within Trust Deed instrument for the purposes therein contained. And Mrs. Laura Wakefield wife of the said