to the lands so sold, the usual recitals wherein shall be received in all courts of law or equity as full and sufficient proof of the matters therein stated, and at such sale any of the parties hereto may became a purchaser or purchasers and the proceeds of such sale shall be applied, First- To the payment of the costs and expenses of executing this trust, including the commissions of said party of the second part, and five per cent attorney's fees, in the event of litigation. Second.- To the payment of the debt due said party of the third part or its assigns, and the remainder, if any there be, shall be paid to the said Hiram Vaughn of the first part. In case of the refusal or neglect or incompetency to act of said Trustee, or his absence from the State, or his decease, then said party of the third part or any holder of said note or notes or their legal representatives can at any time they may desire, appoint a Trustee in the place of said party of the second part or any succeeding Trustee whose acts done in the premises shall be of the same validity as if done by the Trustee hereinbefore named, And should the said Trustee or any succeeding Trustee at any time believe said property or any part thereof endangered as a security for the indebtedness of the said party of the first part, to the said party of the third part or its assigns, he may take the same or any part thereof into his possession and hold it until said indebtedness is paid or until said property is sold as aforesaid, but until demanded by the Trustee for any of the purposes aforesaid, said party of the first part may hold the same, but nothing in this indenture contained shall be construed as requiring the Trustee herein to take or have actual possession of any of said property before being authorized to sell the same as hereinbefore provided. It is further expressly covenanted and agreed that if a sale shall be made under the provisions of this deed of trust then the parties of the first part, their assigns or legal representatives who may be in possession of said premises at the time of said sale, shall become from day of such sale, the tenant or tenants at will of the purchasers, and shall and will remove, at any time thereafter upon ten days

notice from said purchaser and will pay him the reasonable rental value of said premises from the day of such sale to the day of such removal. The bond and oath otherwise required by law of said Trustee, and of any succeeding Trustee are hereby expressly waived, and Martha Ann Vaughn, wife of the said Hiram Vaughn, for value received joins in the above deed of trust, and conveys to the said Francis B. Hoffman, Trustee, all right and claim, she now or may hereafter have to dower or homestead or any other right, legal or equitable in or to the above described premises. Witness our hands, this 15th day of April 1896.

Hiram Vaughn
Martha Ann Vaughn

State of Tennessee
County of Davidson } Before me, J.B. Talbot a duly qualified Notary Public in and for the County and State aforesaid, personally appeared Hiram Vaughn & Martha Ann Vaughn, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. And Martha Ann Vaughn, wife of the said Hiram Vaughn, having appeared before me, privately and apart from her husband, the said Martha Ann Vaughn, acknowledged the execution of the said deed to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purpose therein expressed. Witness my hand and official seal at office this 18th day of April 1896

Seal
J.B. Talbot, Notary Public

Rec'd April 18th, 1896, at 1:46 P.M.

J.S. Bailey
to
H. Murphy.

Mortgage Book 215 Page 299.

Registered April 23rd 1896

State of Georgia
Ware County } This Indenture, Made this the 18th day of September, in the year of our Lord, One Thousand Eight Hundred and Ninety Five (1895) between James S. Bailey of the County and State aforesaid, party of the first part, and H. Murphy of the same place, party of the second part, Witnesseth, That the said party of the first part, well as for the better securing to the party of the second part the faithful performance of the debt which is