to said property to the said Hamilton Parks, 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: I am indebted to T J Edwards in the sum of Nine Thousand Dollars ($9000.00) borrowed money evidenced by my promissory note of even date herewith, bearing interest from date until paid at the rate of six per cent per annum, and due two years after date, said interest to be paid every twelve months, and both note and interest to be paid in Gold Coin of the United States of the present legal standard of weight and fineness. Now, if I shall pay the sum aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if I fail to pay the said sum of money when due, as aforesaid, or any part of said sum, 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 twenty days notice by weekly publication in some newspaper published in Nashville, 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. I 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 I agree to keep all the buildings on said property insured in some reliable fire insurance Company or Companies for the sum of Nine Thousand Dollars ($9000.00) 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 owners and holders of the debt herein secured. I 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 I fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount 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 attorney's fees and the expenses 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 me or my legal representatives 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 Hamilton Parks shall be vested in said successor. I hereby waive the necessity of taking oath, giving bond or filing inventory by the Trustee in executing this trust. This 26th day of October, 1896.

Mrs. Mary L. Baxter.

State of Tennessee,
Davidson County } Personally appeared before me, Richd C. Plater, a Notary Public in and for said County and State, the within named Mrs. Mary L. Baxter (a widow) the bargainor with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal, at Nashville, Tennessee, this 26th day of October 1896.

Seal

Richd C Plater
Notary Public.

(Deed Acto 26, 1896 at 3:25 PM)

Registered Nov 9 1896

J M Kinningham
To
Walter Stokes
Tr

Know all men by these presents, that we, J M Kinningham and wife Bettie B Kinningham, have this day bargained and sold and do hereby transfer and convey to Walter Stokes, Trustee, and his successors in trust, for the consideration of One Dollar to us in hand paid, and the other consideration hereinafter mentioned, a certain parcel, Lot or Tract of Land in the City of Nashville, Davidson County, Tennessee, described as follows: Part of Lot # 3 in the division of Philip Mallory's Estate, a plan of which is recorded in Minute Book F, page 324 of the County Court. Beginning at the Southwest corner of College and Mallory Streets; thence Southwardly with College Street 34 feet to a stake; thence at right angles Westwardly 142 feet, more or less, to an alley; thence Northwardly along said alley 63 feet, more or less, to Mallory Street; thence along said Mallory