hold to the said H C Hensley General Manager and successors in office of the Nashville Trust Company and assigns forever, in fee simple; I covenant that I am lawfully seized of said property, have a good right to convey it and that the same is unincumbered. I further covenant and bind myself, heirs and representatives to warrant and defend the title thereto and every part thereof to said H C Hensley General Manager, and Successors in office of the Nashville Trust Company, and assigns against the lawful claim of all persons. The purpose of this conveyance is as follows: The said J W Lawless is indebted to the Nashville Trust Company, as follows: in the sum of One Thousand Dollars for borrowed money as evidenced by his promissory note this day executed therefor payable one year after date with interest from date payable semiannually and for which interest said Lawless has executed two separate promissory notes. I desire to secure and make certain the payment of said debt, and of any and all renewals of notes given therefor Now therefore, I J W Lawless, agree and bind myself that so long as any part of the debt aforesaid shall remain unpaid I Will pay all taxes and assessments against said property promptly when due. Will insure the buildings on said property for not less than $= against fire, and $= against storm in some insurance Company or Companies to be approved by the Nashville Trust Company and to have said policies made payable to it as further security for said debt. Will protect the improvements upon said property by proper repairs, and maintain them in good repair and condition. Will pay such expenses and fees as may become necessary or be incurred in the protection of the property, and the maintenance and execution of this trust. Will not do, permit or suffer any act or thing whatever, whereby the security herein conveyed might or could be impaired. The Trustee may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid, with interest thereon, shall be held and treated and paid as part of the expenses of administering this trust. If said J W Lawless shall pay and discharge said obligations and interest, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when the shall be severally due and payable, then this conveyance shall become void, and the legal title to the

Thereafter debt secured by the within instrument has been paid in full the trustee owner of the debt thereof at the request of and duly released all of the property conveyed or intended for security of said debt. Dec 6. 1897.

Attest H C Hensley Dep Reg

By Mary E Hensley Dep

Nash. Dav. Co.



said property shall vest in said J W Lawless as before the execution of this instrument. But if J W Lawless shall fail to pay said debt, or any installment of interest thereon or fail to pay any sum necessary to satisfy and discharge taxes, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, and such default shall continue for thirty days after demand made by the Trustee for said amounts, or any of them, then the debts herein secured shall, at the option of the owner thereof, become immediately due and payable, principal and interest, and said H C Hensley General Manager and successors in office of the Nashville Trust Company is hereby authorized and empowered to enter and take possession of said property, and before or after entry to advertise the sale of said property for thirty days by weekly notices in some newspaper published in Nashville, Tennessee, and sell the same for cash to the highest bidder, free from the equity of redemption, homestead dower, and all other exemptions, all of which are hereby expressly waived, and said H C Hensley General Manager and Successors in office of the Nashville Trust Company shall execute a conveyance to the purchaser in fee simple and deliver possession to the purchaser, which J W Lawless bind himself shall be given without obstruction, hindrance or delay. The Trustee, or the beneficiary under this deed of trust, may bid and become the purchaser at any sale under this conveyance. The proceeds of any sale shall be applied as follows: First. To pay the expenses of making, maintaining and executing this trust, and protecting the property, including the expense of any litigation and Lawyers' fee, and the usual commission to the Trustee. Second. To pay the debts and obligations herein secured or intended so to be. Third. To pay the surplus to J W Lawless or order. Until default shall be made in the payment of any of the sums herein secured, or intended so to be, or in the performance of the agreements or obligations herein contained J W Lawless shall retain possession, use, and enjoyment of said premises and property. In Witness Whereof I have hereunto signed my name, this 22nd day of April 1897.

J W Lawless.

H C Hensley General Manager for himself and successors in office of the Nashville Trust Company, accepts and agrees to execute the foregoing trust. = = =