be deemed due and payable, without notice to the said William Haynes and wife and the said W. T. Bryan, trustee, or his successor in trust, is hereby authorized and empowered after giving twenty days notice by weekly publication in some news paper published in Davidson County, Tennessee to sell said property at the Court House door in said State and County, to the highest bidder for cash, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and said trustee, or his successor, shall make a deed to the purchaser. The owner of said debt may bid at any sale made under this conveyance. It is agreed that the said trustee, or his successor, may, at any time after default in payment of any part of any of said sums aforesaid as the same falls due, enter and take possession of said property, and shall account only for net rents received by him. It is further agreed that I the undersigned, will keep the buildings now on said land, and any buildings which may hereafter be erected on same, insured in some reliable insurance company or companies, to be approved by the owner of the debt herein secured, for not less than the sum of $500.00 until all sums herein secured are fully paid, and said insurance policy or policies shall be made to have the loss payable to said trustee, or his successor, for the benefit of the owners and holders of the said debt. It is further agreed that I, the undersigned shall keep the improvements on said land in good repair and preservation, and pay all taxes and assessments thereon, and pay the same when due; and in case of failure to keep up such insurance as above provided for, or in case of non-payment of any such taxes or assessments when they are due and payable, or in case of failure to keep the improvements on said land in good repair and preservation, then the holder of the debt herein secured may effect insurance on said buildings to the amount named above, may pay such taxes and assessments with the accrued interest and all fees and expenses thereon, and may put and keep the said improvements in good repair and preservation; and all amounts so paid shall be added to, and be deemed part and parcel of the moneys herein secured, and from the time of such payment thereof the sums so paid shall bear interest. In case of sale of said land and premises under this deed of trust, the proceeds will be applied by the trustee; First To the payment of all the costs and charges of executing and enforcing this trust, including the trustees commission, Attorneys fees, Court costs, and all other expenses of any litigation which may in any way arise by virtue of the execution and enforcement of this trust. Secondly: To the payment of said note or any balance remaining unpaid, whether due or not due, and also to the payment of any and all amounts which the holder of the debt herein secured has paid out on account of insurance taxes and assessments, and repairs, together with interest, fees and expenses thereon, as herein before provided for; and Thirdly: To pay the balance, if any, to the order of William Haynes. In case of the death, absence, inability or refusal to act, on the part of the said W. T. Bryan, trustee, at any time when action under the foregoing trust deed is required, the owner of the debt herein secured is hereby authorized to nominate and appoint a successor to execute this trust, which appointment shall be in writing and duly recorded in the Register Office of Davidson County, Tennessee, and the powers herein conveyed to W. T. Bryan, trustee, shall be vested in said successor. And I, the undersigned, hereby waive the necessity of said trustee, or his successor, making oath, filing inventory, or giving bond and security for the execution of this trust. In Witness Whereof, we have hereunto affixed our signatures on this the 6th day of December 1898.

(75¢ U S I R Stamps)

Wm Haynes

Anna Haynes

State of Tennessee } ss
County of Davidson } Be it remembered that on this 14th day of January A.D. 1899 before me T. K. Bryan, Notary Public, Duly commissioned and residing in said County, personally appeared William Haynes and Anna R. Haynes his wife, the bargainors, in the foregoing conveyance, with each of whom I am personally acquainted, and acknowledged that they executed the foregoing conveyance for the purposes therein contained and Anna R. Haynes wife of the said William Haynes having personally appeared before me privately and apart from her husband she acknowledged the execution of the foregoing conveyance to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed. In Witness Whereof I have hereunto set my hand and official seal at — the day and year last above mentioned.

(Seal)

T. K. Bryan
Notary Public.

(Recd Jany 16th 1899 at 4.50 P.M.)

Phillip N. Hill & wife To Jacob Bamberg

See Book 251 Page 0444

Registered Jany 23rd 1899.

For and in consideration of One ($1.00) Dollar cash in hand paid by Jacob Bamberg of New York and the further consideration hereinafter mentioned. We, Phillip N. Hill and wife Emma D. Hill have bargained and sold and by these presents do transfer and convey unto the said Jacob Bamberg, a certain tract or parcel of land in Davidson County, City of Nashville, State of Tennessee described as follows: to wit: Lot No 35 and the westerly ten (10) feet in width of Lot No 34 adjoining said Lot No 35, in Payne's Addition to Nashville (formerly Edgefield) a plan of which is registered in Book No 21 page 70 Register's Office of Davidson County. Said premises front sixty (60) feet on the North side of Russell Street and extend back between parallel lines one hundred and seventy (170) feet to an alley. To have and to hold the said tract or parcel of