red as fully paid, Loss, if any to be made payable on the policy or policies to said Truste for the benefit of the lawful owner and holder of said lien notes, as his interest may appear. We also agree to keep the improvements on said premises in good repair and preservation and to pay all taxes assessments thereon when due in the event we fail to keep up the insurance or repairs or pay taxes as required, we agree the Trustee or the lawful owner and holder of said notes, or any of them, may do so, and charge and beat any all sums so expened as a part of the indebtedness herein secured, the sum to bear interest from the date of such payments. We agree in the event we make default for three months in the payments of any one or more of said lien notes, or if we fail to pay any and all sums expended for insurance premiums, necessary repairs, or taxes within three months after date the same have been paid, as hereinbefore authorized, in either case all remaining unpaid notes shall become at once due and payable, without demand or notice of any kind and then or at any time thereafter and until the entire indebtedness herein secured is fully paid, the said Trustee, or Successor in trust, shall have the right, and is hereby fully authorized and empowered, to enter and take possession of the real estate hereinbefore described and any and all improvements thereon erected or made and, after advertising once a week for four consecutive weeks in any newspaper published in Davidson county, Tennessee, the first notice or advertisement to appear at least thirty days before the day fixed for the sale, expose ~~said~~ real estate to sale at public auction to the highest bidder for cash, free from the equity of redemption, homestead, dower, and all exemptions of every kind, which are hereby expressly waived, and to execute and deliver a deed in fee simple to the purchaser the lawful owner and holder of said lien notes, or any of them, is specially permitted to bid at such sale. in case of sale as hereinbefore authorized, the proceeds thereof will be disposed of by the trustee as follows:- First He will pay any and all cost, charges and expenses incident to the execution of this instrument and the enforcement of the lien reserved to secure said notes, in which may be included reasonable attorneys fee which may accrue in taking legal

advice in the premises, or instituting or defending any suit or suits which may arise incident to the execution or enforcement of this instrument. Second He will pay any and all taxes which may have accrued and be a lien on said premises. Third: he will pay all of said lien notes then remaining unpaid, together with all sums expened in the protection of said propirty, as hereinbefore authorized. Fourth:- He will pay the residue, if any, to James. William Schneider, or his heirs or representatives. In case of the inability or refusal to act of the said Truste at any time when action under the foregoing powers and trusts may be required, the lawful owner and holder of said lien notes. or in case there be several owners thereof, then of the first maturing unpaid note is fully authorized and empowered to appoint a successor or execute this trust, and the title herein vested in the Merchants Bank Truste shall be vested in such successor. In witness whereof The said G. N. Tillman and wife Martha S. Tillman and James. William. Schneider & wife have hereto subscribed their names, this the 29th day of October, A. D. 1902.

Geo. N. Tillman.
Martha S. Tillman
James. William Schneider
Edith Ophilia Schneider.

State of Tennessee }
Davidson County } Personally appeared before me Geo. C. Waters a notary Public in and for said county and State the within named Geo. N Tillman & wife Martha S. Tillman the bargainors with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, And Martha S Tillman wife of said Geo N. Tillman having personally appeared before me privately and apart from her husband, the said Martha S. Tillman acknowledged the execution of said deed to have been done by her freely voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed. Witness my hand and official Seal, at Nashville Tennessee This 1st day of November 1902.

Geo. C. Waters.
Notary Public.

State of Tennessee }
Davidson County } Personally appeared before me Jas. H. Yarbrough a notary Public in and for said county and State, the within named James