[illegible] and the [illegible] assigns and
[illegible] Chancery Court at Nashville
[illegible] Attest: [illegible] Clerk & Master

[illegible] dated February 7th, 1901, by J. P. Ayres [illegible]
[illegible] Davidson County, Tennessee, to secure [illegible]
[illegible] Book 68 page
[illegible] Book 3 3/4 thereof and Book 3428
[illegible] Book 4674 1/2 feet to the cen-
[illegible] Book 78 poles & 10 links to the
[illegible] containing 25 7/8 acres, more or less, together with
[illegible] and appurtenances thereunto belonging or in
[illegible] and appurtenances the same belonging or the
[illegible] all the rents, issues & profits
[illegible] and deposit.

Said land is encumbered to the extent of about Twenty-five Thousand, $25,000 Dollars under Trust deed of record in the Register's Office of Davidson County, Tennessee, which indebtedness is expressly made.

To Have and to Hold said land to the said First National Bank & Trust Company, Trustee and its successors in trust forever. He covenant with the said First National Bank & Trust Company, Trustee that we have lawfully seized of said land, have a good right to convey it and the same is unencumbered except as aforesaid. He further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to said land and every part thereof, unto the said First National Bank & Trust Company, Trustee, and its successors in trust and its assigns, against the lawful claims of all persons whomsoever. But this deed is made for the following uses and trusts, and for no other purpose, that is to say: Said J. P. Ayres is indebted to Durrett & Bentley in the sum of Eleven Thousand ($11,000) Dollars for borrowed money evidenced by his note of even date herewith and due four months after date at 6% and securing the payment of the same this instrument is executed.

Said note is also secured by a Trust deed of even date herewith executed by said J. P. Ayres and wife on a tract



of land located in Davidson County, Tennessee to secure a note [illegible] and if said note is not paid at maturity, the holder of the same is [illegible] to proceed and sell the land in Davidson County, Tennessee as he may elect to do. In case the land first sold does not bring sufficient to pay said note, the other tract of land mentioned in said note may be sold to satisfy the balance of said note.

Now if said J. P. Ayres pay said note at its maturity, then this deed [illegible] but if he fail to pay same or any part thereof when due and [illegible] then the First National Bank & Trust Company, Trustee or its successors in trust, is hereby authorized after giving twenty days notice by weekly publication in some newspaper published in Davidson County, Tennessee, to sell said land 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. He agree that the said Trustee or its successor, may, at any time after default in payment of said note, enter and take possession of said property and shall account only for net rents received by it. It is agreed that in case any litigation arises other than by either of the parties hereto, which involves in any way the aforesaid debt, hereby secured, or the validity of the instrument, the undersigned shall pay all court costs, any reasonable attorney fees incurred thereon by said Trustee or successor, or the holder of the said debt, and such costs and fees shall be a lien on said land. It is agreed that the undersigned shall pay all taxes and assessments on said land, and pay the same when due, and keep the improvements thereon in good repair and preservation, and in case of the non-payment of such taxes or assessments when they are due and payable or in case of failure to pay all court costs and attorney fees, as aforesaid, or in case of failure to keep the improvements on said land in good repair and preservation, then the holder of the debt hereby secured may pay such taxes and assessments with the accrued interest and all fees and expenses thereon, may pay said Court costs and attorney fees and may put and keep the said improvements in good repair and preservation, and from the time