THE UNIVERSITY OF TENNESSEE
Office of Treasurer

Knoxville, August 19, 1915

Received of James Maynard the following papers being property of The University of Tennessee:

Deed of John Baxter to The East Tennessee University dated April 10, 1869 covering the University Farm, Kingston Pike.

Deed of William Henderson, Trustee to The East Tennessee University, dated April 17, 1869, covering University Farm, Kingston Pike.

Deed of William W. A. Ramsey to The East Tennessee College dated April 3, 1839.

Deed of James White to Blount College, dated April 27, 1795.

Deed of Blount College to the Trustees of The East Tennessee College dated October 1809.

Deed of Pleasant M. Miller to The East Tennessee College covering University campus, undated.
Plot of campus accompanying above deed.

Deed of Charles W. Dabney and wife to The University of Tennessee dated September 1, 1904, covering President's residence.

Declaration of Trust between Sarah Powell et al and The University of Tennessee covering Maud Powell Students Aid Fund dated September 24, 1903.

Deed of gift John L. Rhea to The University of Tennessee dated July 25, 1905 covering Rhea Engineering Fund.

Certificates of one hundred and fifty-six shares of stock in The Knoxville Woolen Mills, Rhea Engineering Fund and The Rhea Memorial Aid Fund.

Certificates of twenty shares of stock in The Knoxville Cotton Mills valued at $2,000.00. Rhea Memorial Aid Fund.

Agreement as to boundry line on South side of University campus between The University of Tennessee and adjacent property holders.

Note of The Y.M.C.A. for $2,400.00 dated January 2, 1893.

Note of A.M.Sanders to The University of Tennessee for $13.50 dated September 15, 1891.

Abstract of Title of the land in Knox County owned by The University of Tennessee.

Note of The University of Tennessee to the Bennett Prize Fund dated August 15, 1905, amount $400.00

Agreement between Charles E. Wait and The University of Tennessee with reference to building on University campus

Deed of Jacob L. Thomas and wife to The University of Tennessee covering tract of land adjacent original University Farm, Kingston Pike, dated May 6, 1903. Tracing showing boundry line of said tract.

Deed of Knox County for the State for use of the University dated January 26, 1916, conveying Cherokee farm

Deed of Maury County to State of Tennessee for use of the State of Tennessee conveying Middle Tennessee Experiment Station farm.

Certificate of County surveyor of Maury County establishing boundaries of the Middle Tennessee Experiment Station farm.

Deed from Julia M. Doyle et al to the University of Tennessee conveying lot on north side of Monroe Avenue, Memphis

Deed from Ludwig Jorgenson and wife to University of Tennessee conveying lot on the south side of Monroe Street, Memphis

Deed of P. H. Phelan, Jr., Executor, to the University of Tennessee conveying lot on the south side of Monroe Avenue, Memphis

Decree of Probate Court of Shelby County covering John Nelson property, south side Monroe Avenue and conveying it to the University of Tennessee.

Title guarantee policies of the Bank of Commerce and Trust Company, Memphis, four deeds last referred to and letters from Mr. C.J. Haase in the Bank of Commerce and Trust Company regarding same.

Blue print showing Memphis property.

Two United States bonds, Liberty Loan issue, part principal of Memorial Aid Fund, total 200.00, with coupons attached.

Two United States bonds, third Liberty Loan issue, numbers 524439 and 524440, total $1,000.00, with coupons attached, being part principal of Oliver Perry Temple Foundation.

One bond of the Fidelity Trust Company, No. 15, $500.00, with coupons attached, being part principal of the W. W. Carson Junior Engineering Prize Scholarship fund.

Four bonds of the Fidelity Trust Company, Nos. 36-39 inclusive, $100.00 each, with the coupons attached, total $400.00, being part principal of the Philo Sherman Bennett prize fund.

Deed of the East Tennessee Female Institute conveying the property at 720 west Main Street, known as Tennessee Hall, to the University of Tennessee.

Minutes of the Trustees of the East Tennessee Institute, authorizing the lease of the property at 720 West Main Street to the University of Tennessee in 1911, and the subsequent transfer of the same property to the University of Tennessee in 1919.

Deed, dated January 8th, 1920, from Hu L. McClung and W. E. Monday, executors of the will of Benjamin Rush Strong to the University of Tennessee covering the building and lot known as 24 Market Square.

Deed, dated September 20th, 1880, from W. R. Eckle to Benjamin Rush Strong covering the building and lot known as 24 Market Square.

Lease, dated November 4th, 1915, between W. E. Monday, administrator of the estate of Benjamin Rush Strong, and J. H. Webb Company, covering the building known as 24 Market Square for five years ending February 28th, 1921.

Lease, dated January 8th, 1920, between the University of Tennessee and the J. H. Webb Company covering the building and lot known as 24 Market Square for ten years, beginning March 1st, 1921.

Warranty deed, dated December 24, 1918, from the University Realty Company conveying to the University of Tennessee a small tract of land for purposes of a power house.

Copy of option dated January 9, 1920 from Lucy G. Rogers and heirs covering the Thomas Rogers homestead on West Cumberland Avenue, and attached thereto contract dated March 9, 1920 between the University of Tennessee and Lucy G. Rogers and heirs to convey said homestead to the University for the sum of $40,000.

Ordnance No. 440 of the City of Knoxville, closing part of Robinson and Worden streets and King Alley and granting them to the University of Tennessee for the purpose of an athletic field.

Copy of deed dated the 21st day of April, 1920, from the University of Tennessee, conveying to the Louisville and Nashville R.R. for a right-of-way, a strip of 75 feet between the athletic field and the main line of the railway.

Deed dated the 21st of April, 1920, from the Louisville and Nashville Railway conveying certain property adjoining the Shields-Watkins Field.

Four United States Bonds (Second Liberty Loan, converted) Numbers 25,271-25,272-25,273-25,274- $500.00 each, total $2000.00; to be part principle of the Oliver Perry Temple Foundation.

Two United States Bonds(Second Liberty Loan issue) Numbers 499,058 499,059, $1000.00 each, total $2000.00; to be part principle of the Oliver Perry Temple Foundation.

Note of C. A. Moore, dated October 23, 1919, $5000.00; to be part principle of the Oliver Perry Temple Foundation.

Note of C. A. Moore, dated October 23, 1919, $1000.00; to be part principle of the Oliver Perry Temple Foundation.

First Mortgage note of M. C. Zimmerman, secured by the Fidelity Trust Company, payable to the John L. Rhea Foundation $4,000.00, note dated June 29, 1920, at five years, interest due semi-annually. Agreement of the heirs of John L. Rhea as to John L. Rhea Foundation. Deed of J. W. Jones to Maury County and of Maury County to the State of Tennessee covering additional property for the Middle Tennessee Experiment Station.

Agreement of J. D. O'Neil, guardian, of Pearlie B. Bacon as to sale of lot in tenth ward.

Deed of J. R. Seaton and wife to the University of Tennessee covering exchange of property.

Deed of Lucy G. Rogers et al to the University of Tennessee covering property located at 1209 West Cumberland Avenue, deed dated October 11, 1920.

Deed of James B. Madden dated October 23, 1920, to the University of Tennessee covering property in the twelfth district.

Certificates of Deposit:

Mechanics Bank & Trust Company, dated August 27, 1920 - $50,000.00.

City National Bank, dated August 6, 1919 - $50,000.00.

City National Bank, dated August 27, 1920 - $50,000.00.

1923, and January 5, 1924, respectively.

Two notes of Max Finklestein for $1,667.00 and $1,666.00 due January 26, 1922, and January 26, 1923, respectively.

The University farm is composed of tracts of land acquired at various times. The main part of the Agricultural farm on the North side of the river was acquired by the University in 1869 by a deed from William Henderson and a quit claim deed from James Baxter for a total consideration of $30,000. The total acreage in this acquisition was 285 acres, from which several tracts have been sold. In 1874 twenty acres were sold for $12,000., in 1890 49-4/10 acres on Middlebrook Pike were sold for $1,000 an acre, in 1893 7/10 of an acre was sold for $2,010., in 1896 1/2 acre was sold for $375., in 1920 2 acres were sold for $2,000., in 1922 37-1/2 acres were granted to Knox County for the Knox County Industrial School. In 1923 8/10 of an acre was sold for $1,000., in 1925 3-8/10 acres were sold for $3,800. According to our records, approximately 110 acres of this original tract remains in the University farm North of the river and South of Kingston Pike.

In 1903, the University acquired from Jacob L. Thomas and wife, 36.32 acres between the Tennessee River and Kingston Pike, bordering on the West side of the farm for a consideration of $10,000.

In 1916, the University acquired the Cherokee Farm South of the river by grant from Knox County. This farm contains 569 acres and the deed shows that the County's share of the purchase price was $125,000., the balance being paid by the citizens of Knox County. However, it was not possible to determine the amount of the additional payment. The above information was obtained from deeds and abstracts on file in the Treasurer's Office.

A statement in the Treasurer's Office of the estimated property value of the University for June 30, 1916, shows the following valuation of this property:

1. Experiment Station Farm, Kingston Pike, 146 acres, $250,000.
2. Cherokee Farm, Kingston Pike, $140,000.

At present, the land of the Cherokee Farm is carried on the University property records at a value of $197,550., the 36.32 acre tract of 1903 is carried at $62,000., and the balance of the original tract which includes the rest of the Experiment Station property on Kingston Pike and also the Fruit Farm on Middlebrook Pike is carried at $240,000., of which value $188,100 applies to 110 acres on Kingston Pike. There is no record of how those values were arrived at or by whom.

The section of the Cherokee Farm that is being covered is the best type of land on the farm and also is excellently located for residential subdivision purposes. The value of this property for such purposes considering its location and surrounding developments, according to an experienced local real estate agent, is easily worth a minimum of $1,000 per acre.

The section of the University farm on the North side of the river that is being covered is within the city limits and although it is not so desirable for residential property, it is excellent industrial property, being located on the river and being adjacent to two railroads. Adjoining this property is the Fulton Sylphon Company which we understand paid $1,000 per acre for this property.

In 1941 the University purchased 3 acres of river frontage for a pumping station from the Knoxville Sangravl Company at over $1,000 per acre which is not as desirable industrial property as the farm.

Aside from the above consideration involving the value of the property the chief loss to the University in the loss of this land is the impairment of the utility of the physical plant of the Experiment Station. The University has established the Experiment Station on the basis of utilizing the present land, and has an investment in buildings and equipment of approximately $500,000., and the loss of 100 acres of the best land on the farm will necessarily result in decreased utilization of the total investment, and will also cause considerable readjustment in the operation of the Experiment Farm.

The bottom land that is being covered is classified as Huntington and Cumberland in character and is rated as the best type of land in this area. Such land is not only intrinsically very valuable, but also will be practically unobtainable after the construction of the reservoir, especially in close proximity to the Experiment Station.

Taking into consideration all of the above factors, the actual value of the land for farming purposes, the land's value for residential sites, and industrial property, the detriment to the utility of the Experiment Station and the Agricultural College involving the adjustment that would be necessary by the loss of the land, it seems that a minimum just compensation would be $1,000 per acre.

WARRANTY DEED Form 172 BEAN WARTERS & CO KNOXVILLE

This Indenture, *made this* 12th *day of* January *A. D., 191*7 *between* William Beard and wife Lizzie Beard

of Knox County, *in the State of Tennessee, of the first part, and* The University of Tennessee

of Knox County, Tennessee, *of the second part,*

Witnesseth, *That the said part* ies *of the first part, for and in consideration of the sum of* Three Hundred Forty and No/100 Dollars ($340.00)

to them *in hand paid by the said part* y *of the second part, the receipt of which is hereby acknowledged*

~~*and to secure the payment of said note a specific lien is hereby retained on the property hereby conveyed,*~~ *ha* ve *granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the said part* y *of the second part, the following described premises, to-wit, situated in District No.* 12, formerly 24, of Knox County, Tennessee, in the 10th Ward of the City of Knoxville, Tennessee.

Being the Northeast half of Lot Number 90 in Moffetts Addition to Knoxville, as shown by map of said Addition in Map Book 5 Page 298 in the Registers Office for Knox County Tennessee, said premises conveyed beginning at the intersection of the University of Tennessee property line with the North side of Detroit Avenue at the Northeast corner of Lot Number 90; thence Southerly with Detroit Avenue fifty (50) feet; thence Westerly at near right angles to Detroit Avenue in a direct line one hundred and forty (140) feet, more or less, to a point in the East line of Lot No. 98 twenty five (25) feet from the University of Tennessee property line; thence Northerly parallel with Detroit Avenue twenty five (25) feet to the University of Tennessee property line; thence Easterly with the University of Tennessee property line one hundred and forty (140) feet, more or less, to the beginning. Being the same premises conveyed to William Beard of the first part by Sam Stokes and others by deed dated October 7, 1916, as recorded in Deed Book 277 Page 308, and by deeds recorded in Deed Book 289 Page 453, Deed Book 298 Pages 98 and 123, all in the Registers Office for Knox County Tennessee, to which deeds reference is here made for further description and title.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to Homestead and Dower therein. TO HAVE AND TO HOLD the said premises to the said part.y of the second part its heirs and assigns forever.

And the said parties of the first part, for themselves and for their Heirs, Executors and Administrators, do here covenant with the said part.y of the second part, its heirs and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, that said premises are free from all encumbrances

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

William Beard (L. S.)

Lizzy is Beard (L. S.)

(L. S.)

(L. S.)

STATE OF TENNESSEE,
.....County. } ss

Personally appeared before me,.....Notary Public of said County and State, the within named bargainor .....
with whom I am personally acquainted, and who acknowledged that.....he.....executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this.....day of.....A. D., 19.....

.....*Notary Public.*

STATE OF TENNESSEE,
Knox County. } ss.

Personally appeared before me.....C.A.Morse.....Notary Public of said County and State, the within named bargainors.....William Beard and Wife Lizzie Beard.....
.....
with whom I am personally acquainted, and who acknowledged that.....they executed the within instrument for the purposes therein contained. And.....Lizzie Beard....., wife of the said.....William Beard.....
having appeared before me privately and apart from her husband, said.....Lizzie Beard.....
acknowledged the execution of the said Deed to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purpose therein expressed.

Witness my hand and official seal, at office, this.....12th.....day of.....January.....A. D., 19.17.

C.A.Morse
.....*Notary Public.*

STATE OF TENNESSEE,
.....County. } ss.

Personally appeared before me,.....Notary Public of .....County aforesaid,.....and .....subscribing witnesses to the within Deed, who being first sworn, deposed and said that they are acquainted with.....
..... the bargainor.....and that.....he..... acknowledged the same in their presence to be .....act and deed upon the day it bears date.

Witness my hand and official seal, at office, this.....day of.....A. D., 19.....

.....Notary Public.

STATE OF TENNESSEE,
.....County. } ss.

To....., Esquire:

You are hereby authorized and empowered to take the examination of.....
.....privately and apart from her husband, relative to the free execution of within Deed, and the same, so taken, to certify under your hand and seal.

Witness.....Clerk of the County Court of.....County, at office, the.....day of.....19.....

.....Clerk.

STATE OF TENNESSEE,
.....County. } ss.

.....wife of.....
having personally appeared before me, and having, by virtue of the authority in me vested, been examined privately and apart from her said husband, and she having acknowledged the due execution of the within Deed, by her freely, voluntarily and understandingly, without compulsion or constraint by her said husband, and for the purposes therein expressed, the same is, therefore, certified.

Witness my hand and seal, this.....day of.....19.....

.....[Seal]

J. P. for.....County

Prop
Chas E Ferris
COUNTERSIGNED (10)
JAN 11 1917
Form 172
Tax Assessor
By

WARRANTY DEED

William Beard et ux.

TO

The University of Tennessee

REGISTER'S OFFICE,
STATE OF TENNESSEE, } ss. 279
Aux County

Received for Record the 13" day
of Jan A. D., 1917
at 1 o'clock, P M.
Noted in Note Book 15 Page 7 and
Recorded in Book of Deeds 298 Vol. —
Page 166.

Witness my hand.
Fee paid 1.25 paid
Jas H Copeland
Register.

State Tax, - - - $ 34
County Tax, - - - -
Clerks Fee, - - - 15
Total, - - $ 49

INDEXED
JAN 13 1917
JESSE L. HENSON
Clerk.
COMPARED

This Indenture made this day of June,1892,between the University of Tennessee of the one part,and Robert Murray, George L.Snyder,Andrew Lacey,Samuel Courtney,Charles E.Goodenow and Joseph H. Stokes of the other part, Witnesseth:

That Whereas the said second parties all own lots,orparcels of land in West Knoxville adjoining in succession the Southern boundry line of the grounds of the University of Tennessee,which extends from Seventh Street along the ravine to a point near Second Creek,and whereas this boundry line has by lapse of time and loss of old land marks become a little uncertain as to its exact location in certain parts of it,and the parties hereto desire to fix and establish said line by mutual agreement and to make certain its location as to avoid future possible differences and disputes:

Now Then In Consideration of the premises and of the mutual agreement of said parties they do hereby establish and locate said line as follows: Beginning on the East side of South Seventh Street at the corner of the University Grounds with Robert Murray, as shown by the fence as it now stands, which beginning corner may be located as follows: running from the South East corner of South Seventh Street with Cumberland Avenue;thence along South Seventh StreetSouth 14 degrees 21 minutes East,712 feet,thence along said street South 39 degeees 28 minutes East,70 feet to said corner with Robert Murray;thence with conventional line between University and said Murray,South 74 degrees 10 minutes, East, 292-1/2 feet to a stone set in the ground;thence South 74 degeees 55 minutes East,322-1/2 feet along the conventional line between the University on one side and said Murray and George L. Snyder to a set stone,corner of Andy Lacey in or near the line of Robinson Street;thence South 75 degrees 40 minutes East, 546-7/10 feet alon the conventional line of the University with Andrew Lacy, Samuel Courtney,Charles E.Goodenow and Joseph H.Stokes,to a stone set in the ground called for in the old deeds as a white oak on the bank of Second Creek.

And the parties hereto mutually agree that the foregoing is and shall be the true dividing line between the University of Tenn.

of the one side,and the parties of the second part respectively of the other side,and that they will conform to the boundry lines thus established.

And in as much as said boundry line runs through the dwelling of said Joseph H.Stokes,and some of the other parties have their enclosures extending across this line and including parts of the University ground,it is agreed further by the University that the said dwelling of Joseph H.Stokes and the other inclosures of parties of the second part which now encroach upon the University grounds may remain as they are till the University may need the said spaces and may require the removal of said dwelling and inclosures,and the parties of the second part in consideration thereof agree,on their side,to surrender the possession of the said spaces, and to remove their respective fences and house,or other structure now on the University grounds,whenever requested by the University - each of the second parties agreeing for himself only,and in relation to his own boundry,and not undertaking for each other.

In Testimony Whereof the said parties have hereunto set their hands and seals this day of June 1892.

Attest:

(signed)	Jas. L. Williams	(signed)	Geo. L.Snyder	seal
"	J.H.Burkley	"	J.H.Stokes	"
"	Fannie B. Murray	"	Robert Murray	"
"	R.O.Gallaher	"	Andy Lacy	"
		"		

Witness as to all of above signatures,

J.A.McDonough. seal

University of Tennessee

by James Comfort,Treasurer etc., seal

This Indenture Made this day of June 1892 between the University of Tennessee of the one part, and Robert Murray George L. Snyder, Andrew Lacy, Samuel Courtney, Charles E. Goodenow, and Joseph N. Stokes, of the other part, witnesseth:

That whereas the said second parties all own lots or parcels of land in West Knoxville adjoining in succession the Southern boundary line of the grounds of the University of Tennessee, which extends from 7th Street along a ravine to a point near 2nd Creek, and whereas this boundary line has by lapse of time and loss of old landmarks become a little uncertain as to its exact location in certain part of it, and the parties hereto desire to fix and establish said line by mutual agreement and to make certain its location so as to avoid future possible differences and disputes:

Now then in consideration of the premises and of the mutual agreements of said parties they do hereby establish and locate said line as follows: Beginning on the East side of South 7th Street at the corner of University Grounds with Robert Murray, as shown by the fence as it now stands, which beginning corner may be located as follows: running from the S.E. corner of South 7th Street with Cumberland Avenue, thence along South 7th Street

South 14° 21' East 712 feet, thence along said Street South 39° 28' East 70 feet to said corner with Robert Murray); thence with conventional line between University & said Murray, South 74° 10' East, two hundred and ninety-two & a half (292½) feet to a stone set in the ground; thence South 74° 55' East Three hundred & twenty two and a half (322½) feet along the conventional line between University on one side and said Murray and George L. Snyder to a set stone, corner of Andy Lacy in or near the line of Robinson Street; thence South 75° 40' East five hundred & forty six $\frac{7}{10}$ (546.7) feet, along the conventional line of University with Andrew Lacy, Samuel Courtney, Charles E. Goodenow and Joseph N. Stokes, to a stone set in the ground called for in the old deeds as a White oak in the bank of 2nd Creek.

And the parties hereto do mutually agree that the foregoing is and shall be the true dividing line between the University of Tennessee of the one side, and the parties of the second part, respectively, of the other side, and that they will conform to the Boundary lines thus established.

~~And inasmuch as said boundary line~~ runs through the dwelling of said Joseph N. Stokes and some of the other parties have their enclosures extending across this line and including part of the University ground, it is

further agreed by the University that the said dwelling of Joseph H. Stocks & the other inclosures of parties of the second part which now encroach on the University grounds may remain as they are till the University may need the said spaces, and may require the removal of said dwelling & inclosures; and the parties of the second part in consideration thereof agree, on their side, to surrender the possession of said spaces, and to remove their respective fences, house or other structure now on the University grounds, whenever requested by the University — each of the second parties agreeing for himself only, & in relation to his own boundary, and not undertaking for each other

In testimony whereof the said parties have hereunto set their hands & seals this day of June 1892.

Attest Jas. L. Williams. | Geo. L. Snyder (seal)

J. H. Bunkley | Th Stokes (seal)

Fannie B. Murray | Robert Murray (seal)

R. O. Gallaher. | Andrew Jacky (seal)

Witness as to all of above signatures, (seal)

J. A. McDonough (seal)

University of Tennessee (seal)

by James Comfort, Treasurer &c.