

THIS INDENTURE, Made and entered into on this 15th day of September A. D., 1926, between R. A. BROWN, Clerk & Master of the Chancery Court, Knoxville, Tennessee, party of the first part; and the UNIVERSITY OF TENNESSEE, a Tennessee corporation with its main office in Knoxville, Knox County, Tennessee, party of the second part;

WITNESSETH, THAT:

WHEREAS, on June 30th, 1926, there was filed in the Chancery Court at Knoxville, Tennessee, a bill styled W. W. Woodruff, Jr., et al vs. George Wyatt Cable, et al, Rule Docket No. 21681, wherein the complainant sought to have confirmed a sale of certain real estate to the University of Tennessee at the price of \$80,000.00, which real estate is described in said bill as follows:

"Lying on Kingston Pike, (now West Cumberland Avenue) in White's Addition to Knoxville, beginning at an alley on said West Cumberland Avenue between Fifth Street, (formerly John St.) and running Westwardly along West Cumberland 380 ft. more or less to Seventh Street; thence Northwardly along Seventh St. 325 feet more or less; thence Eastwardly along the Southern boundary of White Street 330 feet more or less; thence Southwardly and parallel to the aforementioned alley and 50 feet West thereof 100 ft.; thence parallel with White Avenue 50 ft. to the above described alley; thence Southwardly 225 ft. more or less to the beginning, being the same tract of land conveyed to Ella T. Woodruff by Margaret E. White, et al, recorded in Book H, Vol. 4, Page 538 in the Register's office of Knox County, Tennessee, except a lot 50 x 100 ft. on the north east corner of said land described in said deed."

AND WHEREAS, After all proper proceedings were had in said cause the Clerk & Master duly reported that said real estate could not advantageously be partitioned in kind, and

that the sale sought to be confirmed in said proceeding is manifestly for the best interests of the minor defendants;

AND, WHEREAS, a decree was duly entered in said cause on August 31st, 1926 in Minute Book 92, page 29, whereby said report of the Clerk & Master was in all respects ratified and confirmed, and all right, title, and interest of all the parties to said suit divested out of them and vested in the said purchaser, the University of Tennessee, subject only to a lien for the unpaid purchase money,

AND, WHEREAS, said purchaser has complied with all the terms of said sale by paying into the Registry of the Court in said cause the sum of Eight Thousand (\$8,000.00) Dollars in cash, and has executed its promissory notes for the remainder in the following manner:

One note for \$6,000.00 due July 1, 1931
One note for \$6,000.00 due July 1, 1931
One note for \$12,000.00 due July 1, 1932
One note for \$12,000.00 due July 1, 1933
One note for \$12,000.00 due July 1, 1934
One note for \$12,000.00 due July 1, 1935,
One note for \$12,000.00 due July 1, 1936.

NOW THEREFORE, in consideration of the premises the said R. A. Brown, Clerk & Master, doth by these presents transfer and convey unto the said University of Tennessee the above described premises and all the right, title, interest and claim of all the parties to said suit in and to the same;

TO HAVE AND TO HOLD, unto the said University of Tennessee, its successors and assigns as an inheritance in

fee simple, subject only to the lien retained as security for the unpaid purchase money notes described herein.

And the said R. A. Brown, Clerk & Master, as aforesaid, further covenants and agrees with the said University of Tennessee that he will forever warrant and defend the title to said premises unto the said University of Tennessee, its successors and assigns, against the lawful claims of all parties, in as full and ample manner as he as Clerk & Master can or should warrant the same, but no further or otherwise.

IN WITNESS WHEREOF, the said R. A. Brown, Clerk & Master as aforesaid, hath hereunto set his hand and seal of office, at office in Knoxville, Tennessee, on the date first above written.

R A Brown

Clerk & Master of the Chancery Court at
Knoxville, Tennessee.

STATE OF TENNESSEE)
COUNTY OF KNOX. }

Personally appeared before me *Irish Gifford*
a Notary Public in and for said State and County, R. A. Brown,
Clerk & Master, the bargainer to the foregoing instrument, with
whom I am personally acquainted, who acknowledged that he
executed the same for the purposes therein expressed.

Witness my hand and official seal at Knoxville,
Tennessee, this 14 day of ~~September~~ *Oct* A. D., 1926.

Irish Gifford
Notary Public.

My commission expires on the 11th day of April 1928

THE UNIVERSITY OF TENNESSEE
KNOXVILLE
COLLEGE OF LAW

July 28, 1936.

Mr. J. J. Walker, Treasurer
University of Tennessee

Dear Mr. Walker:

Mr. Wallace W. Woodruff, Jr., of Knoxville, Tennessee has released on the record a vendor's lien in favor of the persons from whom the University purchased the so-called Woodruff property. This release appears on the records of Knox County Warranty Deed Book No. 441 at page 48.

I am sending to you, herewith, correspondence
as follows:

*see correspondence
file #228813
1930-31*

Letter of W. W. Woodruff, Jr., to J. J. Walker,	June 22, 1931
Letter of W. W. Woodruff, Jr., to J. J. Walker,	June 24, 1931
Letter of W. W. Woodruff, Jr., to Dr. H.A.Morgan,	May 25, 1931
Letter of W. W. Woodruff, Jr., to J. J. Walker,	June 13, 1931
Copy of letter of J. J. Walker to W.W.Woodruff, Jr.,	May 26, 1931

Deed of Woodruff property from R. A. Brown, Clerk and Master, to
to The University of Tennessee

Canceled promissory notes as follows:

University of Tenn. to Daisy Woodruff Meek	July 1, 1926	\$12,000.
University of Tenn. to Margaret W. Sanford	July 1, 1926	12,000.
University of Tenn. to Pauline W. Morton	July 1, 1926	12,000.
University of Tenn. to Lutie W. Sanford	July 1, 1926	12,000.
University of Tenn. to Wallace W. Woodruff	July 1, 1926	12,000.
University of Tenn. to Katherine Cable	July 1, 1926	6,000.
University of Tenn. to George W. Cable, III	July 1, 1926	6,000.

Yours very truly,

Henry B. Witham

Dean.

HBW:L