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Sutherland, University of Tennessee Deed (April 17, 1869)

A. Henderson

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This Indenture made and concluded on this the 17th day of April, 1869, between William A. Anderson, Trustee of the first part, and the East Tennessee University of the second part.

Whereas, James N. Armstrong, being the owner of the lands hereafter described on the 5th of June, 1867, executed a Deed, in said title, which he conveyed the same to Court & H. Bailey, subject to the payment of a debt due from him to the "Exchange & Deposit Bank of Knoxville," for Fifteen thousand Dollars ($15,000), and a debt of a like sum to said Bank, and Interests grow from him to his wife, Ann Eliza Armstrong, to be paid in the order of maturation; and whereas, on the 25th day of July, 1867, said Bailey, in accordance with the terms of said Deed, sold and conveyed said lands to John Baxter, for the sum of Fifteen thousand Five hundred Dollars ($15,500) and made him aware, therefor, which created the fee simple in said Baxter, subject alone to the right of redemption, which the laws of the State reserved to the said James N. Armstrong, his heirs, assigns, and judgment creditors; and whereas, on the 28th day of March, 1868, said James N. Armstrong, made and declared so Deed, whereby the conveyed at the right remaining in him, to said Baxter, to the use of the first part interest to secure said debt to said Ann Eliza Armstrong, and in aid by said Deed directed the said Anderson to sell the same; and whereas a suit was instituted by Henry M. Akin in Bankruptcy, of said James N. Armstrong in the Chancery Court of Knoxville, for the purpose of avoiding said Deed in trust, and enjoining the said
Andrews from selling the same as hereinbefore by virtue of said Court, made at its April term, 1869. Said injunction was stayed, and the said Andrews was authorized to proceed and sell and convey all the interest in the property, and to hold the proceeds of the sale subject to any judgment that might be made by said Court in relation thereto: and when so made, said Andrews did by deed and will sell said farm to a purchaser by said deed, on the 10th day of April, 1870, at public auction and before the Court House the surfboard and legal advertisement, anew and according to the law. Each party to the University became the purchaser at the auction for the sum of ten thousand dollars, payable in two equal installments, with interest thereon, for which sum, Rodney was to turn over to the University the premises and the receipt of said (Rodney). This day executed to me, I have, and do hereby transfer and bargain, sell, and convey, and cause to be sold, in good right, that Tennessee University all the seats, titles, and interest and estate in the same by said deed, to the University. Eighty-five acres of land, planted, improved, and being the farm located in the 3rd District of Rutherford County, described as follows: Being the same farm which Matthew McLean by the following deed to William Stewart, by deed dated July 31st, 1834, and recorded in the Register's Office of Rutherford County in Book B, page 246; by Thomas N. Armstrong, by deed dated January 21st, 1846, and recorded in Book 2, page 240; by Isaac Andrews, by deed dated January 23rd, 1838, and recorded in Book A, page 375, by D. P. Armstrong, by deed dated April 19th, 1838, and recorded in Book D, page 88, by D. C. Armstrong, by deed dated January 11th, 1838, and
recorded in Book 1835, page 320, or so much thereof as
had not been conveyed by Matthew McCloud during his
life, and by Calvin McCloud, executor &c., to Mrs. B. Reece.
Aforesaid conveyance being now hereby intended that this deed shall con-
vey the entire interest of which said Matthew McCloud
deed, seized and preserved, in and to a tract of land
lying upon the waters of Third Creek in the county of
Knox aforesaid, being the same tract upon which said
Matthew McCloud deceased resided at the time of his
death. And I hereby covenant to warrant and defend
the same against myself, my heirs and all persons
claiming the same through or under me; and I hereby cov-
ernant and agree that said University may retain the sum
of five hundred dollars, in their own hands, until the lit-
igation respecting the title now pending shall be deter-
mined; and that if it appears, adversely to this
title vested in me, the same may be applied to ex-
tinguish any judgement that may be recovered, so
as to disencumber and protect the University in the
title hereby acquired.

In witness whereof I have signed, sealed
and delivered this deed on the day and date above
written.

[Signature]

We, the undersigned, do hereby certify that the
above deed was subscribed and delivered by

[Signature]

State of Tennessee
Personally appeared before me
Knox County, Clerk of the County Court of said
County, the within-named Bargainer, with whom I am
personally acquainted, and who acknowledged that he
Executed the within Deed for the purpose therein contained.

Chattanooga Land Office &c.

12th day of 1810, A.D.

The within Deed registered in my Office
In Book 3 at 3, Page 109, and noted in Book A at page 224. This day my name

was in Knoxville late above written.

I. Hall

This Deed registered in my Office
In Book 3 at 3, Page 109, and noted in Book A at page 224. This day my name

was in Knoxville late above written.

I. Hall