University Farm, University of Tennessee Deed (May 6, 1903)

Jacob L. Thomas

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REGISTER'S OFFICE.

STATE OF TENNESSEE.

KNOX COUNTY.

Received for Record the 11th day of

May, 1859, Deed No. 40, and recorded in

Book K, Page 183.

Robert A._____ Register.

I certify that the consideration

tax on the within Deed has been

paid. Witness my hand, this

MAY 16, 1859.
THIS INDENTURE made this 6th day of May 1903, by and between Jacob L. Thomas and his wife, Lucy M. Thomas, both of Knox County, Tennessee, Parties of the First Part, and the University of Tennessee, a corporation duly chartered and organized under the laws of the State of Tennessee, Party of the Second Part,

WITNESSETH:

That for and in consideration of the sum of Ten thousand dollars ($10,000.) cash in hand paid, the receipt of which is hereby acknowledged and confessed; the said First Parties have this day bargained and sold and do hereby convey and confirm unto the said Party of the Second Part, its successors and assigns, the following described real estate, lying in the 12th Civil District of Knox County, State of Tennessee, on the North bank of the Tennessee River (formerly Holston River) and more particularly described as follows, to-wit: Beginning at an Osage Orange on the North bank of said River, being the original corner of the old Matthew McClung tract, now the Agricultural College or University Farm, running thence North 42 degrees 30 minutes East Five hundred and six (506) feet to a Locust; thence North 48 degrees 30 minutes West Nine hundred and three (903) feet to a stone set in the ground; thence North 42 degrees East One hundred and eighty-eight (188) feet to a stone set in the ground; thence North 29 degrees 15 minutes West Fifteen hundred and eight and five tenths (1508 5/10) feet to a stake in the center of the Kingston Pike; thence South 76 degrees 50 minutes West with the center of said Pike Five hundred and seventy-one and four tenths (571 4/10) feet to a stake; thence South 13 degrees 35 minutes East Five hundred and ninety-two (592) feet to a stake; thence curving towards the South-west and describing the arc of a circle having a radius of 75 feet a distance of forty-one (41) feet to a stake; thence South 17 degrees 30 minutes West One hundred and fourteen (114) feet to a stake; thence continuing the same course South 17 degrees 30 minutes West Two hundred and sixty-seven (267) feet to the River bank; thence up the river with its meanders to the beginning containing Thirty-six and thirty-two one hundredths (36 32/100) acres and being a part of the same land that
was conveyed to the said Lucy M. Thomas by Charles J. McClung and wife Margaret C. McClung by deed dated August 11th, 1880, and recorded in the office of the register of Knox County, Tennessee, in Book "U" Vol.3. pp. 125 -126.

TO HAVE AND TO HOLD unto the said Party of the Second Part, its successors and assigns forever as an indefeasible inheritance in fee simple. But it is expressly understood and agreed between the Parties hereto that the foregoing conveyance is made subject to the two following described easements, to-wit: (1) An easement in favor of the Public over so much of the land lying in the foregoing boundary as may be included within the limits of the Kingston Pike, as the same is now laid out. (2) An easement in favor of the owners or occupants of the land lying just West of the above described property, over that portion of said property beginning at the Kingston Pike, and running a uniform width of forty feet (40) between parallel lines a distance of 747 feet along the McCoy and Templeton properties; the said strip of land to be used as a road-way for the purposes of egress and ingress by the owners and occupants of said lands lying contiguous thereto, and now owned by McCoy and Templeton; and also to be used, if desired, for the same purposes by the said Second Party, its successors or assigns.

With her ditaments and appurtenances thereto appertaining, thereby releasing all claim to homestead and dower therein.

And the said Parties of the First Part covenant that they are well and truly seized of the property above conveyed; that they have good right to convey the same, and that the same is unencumbered, save and except by the two easements above described and set forth as to which easements this conveyance is expressly made subject, and the title thereto, with said exceptions, they will forever warrant and defend against the lawful claims of all persons whomsoever.

Witness the hands of the said First Parties this the year and date first above written.

[Signature]
STATE OF TENNESSEE  
KNOX COUNTY  

Personally appeared before me, Charles Davis, a Notary Public in and for said State and County the within named bargainors Jacob L. Thomas and his wife Lucy M. Thomas with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained; and Lucy M. Thomas, wife of the said Jacob L. Thomas, having appeared before me privately and apart from her said husband, the said Lucy M. Thomas 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 Notarial seal at office in Knoxville this 8th day of May 1903.  

[Signature]  
Knox Co. Tenn.