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University of Tennessee Deed (April 3, 1839)

B. A. Ramsey

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CONTRACT-Re: Dedication of two streets, one of said streets to be a continuation & extension of University Avenue, and the other to be south of the extension of said Ave., & connected to either Washington Ave. or Euclid Ave.

This contract made this ^{7th} day of March 1890 between James Dan Deventer, R. J. Roberts and R. A. Hood of Knoxville Tennessee, and H. A. McFaul of Sioux City Iowa, the parties of the first part, and The University of Tennessee the party of the second part, witnesses:

That in consideration of a deed of bargain and sale this day made and executed and delivered, at same time with ^{this} contract, by the party of the second part to the parties of the first part, conveying to them a certain tract of land in the 12th civil district of Knox County Tennessee & containing about forty nine acres, to which deed reference is here made for full description of said land, and for its various terms & stipulations; the said parties of the first part do hereby covenant and agree with the said party of the second part that within 90 days from this date, they will execute in due form and register an dedication of two streets through said tract of land reaching to its Western boundary; one of said streets to be a continuation and extension of University Avenue, as now laid off through the land lying East of said tract, and of the same width, and the other to be South

of the extension of said Avenue ~~and out~~
and not nearer, than two hundred feet
~~(near three hundred feet (300 feet)~~
~~(200) feet from its southern line~~
~~from its southern line - and to be connect-~~
ed with either Washington Avenue or
Euclid Avenue, ~~at 1110~~, and of the same
width - with the street with which it connects.

And said parties of the first part fur-
ther covenant ^{that} they will not sell any of
said tract, until said dedication shall
have first been made and registered.

This contract is hereby declared to be a
part of the said contract of sale, and is
executed & delivered at the same time
with the deed and as part consideration
therefor, & they constitute together one &
the same transaction -

And it is expressly declared that the
discretionary powers conferred by the
said deed upon said Van Dewater in re-
gard to laying off said tract into streets
and lots, and selling & conveying the prop-
erty, are subordinate and subject to
the covenants and agreements herein con-
tained which are paramount and
binding; the object of this contract be-
ing to secure to the party of the second
part, for the advantage of the land still
owned by it, lying west of the above man-

^{most}
times, the benefit of said streets as
public roads or streets leading to the
City of Knoxville -

Witness our hands and seals
this date above written -

J. Vandeventer,

W. H. Gaul

R. J. Roberts

R. N. Hood,

Seal

Seal

Seal

Seal

This Indenture made and executed
This 3^d day of April 1839, by and between
The Mayor and Aldermen of The Town
of Knoxville, Tennessee, of the first part,
and The Trustees of E. Tennessee College
of the second part. Witnesseth That the
said Mayor and Aldermen in their
official capacity for and in consid-
eration of The sum of Sixty four
hundred & Thirty-four dollars to them
in hand paid, the receipt whereof is here-
by acknowledged, have bargained & sold,
and by these presents doth bargain, grant,
sell, confirm and convey to The Trustees
of E. Tennessee College a certain tract
or parcel of land situated and lying
in The county of Knox, one whole acre.
Beginning at a Rock set in The ground,
in a line with The Eastern boundary of
Water Street, and eight poles and eight
feet, in a direction North Thirteen and
a half degrees West, from The North east
corner of Lot Number - in The second
division of The Town of Knoxville,
at The intersection of North and Water
Street, thence with The line of Water
Street, North Thirty degrees West, thence
with The line of Water Street, North Thirty
degrees West, four poles to a stake, thence
due North, five poles and five feet to a
nail or black oak on The margin of The road,
thence up The road, North Thirteen and
a half degrees West, nine poles six and
a half feet to a double post, oak, thence

North fifty seven degrees west, Three poles to
a stake, Thence North three degrees west
Twenty four poles to a stake, Thence North
three degrees west Twenty four poles to
a stake, near a small persimmon
tree, Thence North thirty six west to
Kimmerly's upper house, crossing the creek
with his line to his corner, Thence along
the eastern shore of the creek with its
meanders to a Rock set in the ground,
in the direction of North sixty Three and
a half degrees East from the the Begin-
ning corner. Thence with this line of
direction, crossing the creek just below
a high ledge of Rocks and immediately
above the old grist mill to the be-
ginning, with all and singular the
appurtenances, incumbrances & hereditaments
Thence appertaining. To have and to
hold the above described tract or parcel
of land with its appurtenances and pro-
ceeds to the trustees of E. Lemmon College
The said Mayor and Aldermen by their
present will warrant and being agreed
to warrant and defend.

But this conveyance is made upon the
express condition, that if the Mayor
and Aldermen of the town of Knoxville
or their successors do pay to the said
trustees of E. Lemmon College or their
successors or Representatives, the sum
of six thousand four hundred and
thirty five dollars, on the third
day of April 1854 and interest thereon
to be paid semi-annually, to wit, on

on the 3^d days of April, and the 3^d
days of October in each year, from
the 3^d day of April 1839, to the 3^d day
of April 1854, as appears by an in-
dorsement of the corporation of the
Town of Knoxville passed the 30th of
March A.D. 1839, and in conformity
with the laws of said corporation
executed by the Mayor - then this
shall be valid, but not otherwise
-

In testimony whereof, I have
signed my name as Mayor as aforesaid,
and fix the private seal,
there being no public seal, of said
corporation, this 3^d day of April
1839 -

Witness

Henry Wright
E. Alexander

Wm. S. Kennedy
Jas H. Armstrong for 5th April 1839

W B Ramsey
Mayor of the town of Knoxville

State of Tennessee
Knox County } Personally appeared before me
James H. Swan Clerk of the County Court
of Knox County, Henry Wright & James H. Armstrong two
of the subscribing witnesses to the foregoing deed

of Conveyance from William B A Ramsey Mayor of
the Town of Knoxville to the Trustees of E Tennessee College
who being first sworn depone and say they are personally
acquainted with William B A Ramsey and that they
have heard him acknowledge he signed and sealed the
same at the time it bears date for the purpose therein
contained to be executed

Given under my hand at office this 5th day of
April 1839

James H. Swan Clerk

State of Tennessee
Harrison County } Register office April 8th 1839
Then was the within deed
And its probate registered in Book
1839 page 17th
Given under my hand at office in
Harrisonville
Willet B. Boone Register
By his Deputy, John M. Seward

Willet B. Boone
Register of Harrisonville
to the
Deputy of E. J. Seward

Copy

\$6000.00.

Two years after date, for value received, University of Tennessee promises to pay to the order of Horace Williams Six Thousand Dollars (\$6000.00), lawful money of the United States, with interest thereon, at 6%, payable semi-annually on the first day of July and January in each year, both principal and interest payable at Mechanics National Bank, Knoxville, Tennessee, with current rate of Exchange on New York. At the option of the legal holder, if any instalment of interest remain unpaid for 30 days after due, the whole of the principal and interest may be declared immediately due and payable.

Knoxville, Tenn., January 2nd, 1893.

(signed) University of Tennessee
by James Cornfoot Treasurer.

We the undersigned jointly & equally guaran-
tee the payment of the ~~for~~ above note and in-
terest according to the terms & tenor thereof
Jan'y 2, 1893

(signed) James Cornfoot
J. W. Lyant
D. B. Luthrall
Sam M. Kriming
F. A. R. Scott
E. J. Sanford

(1)

Statement of estimated property valuation of The University of Tennessee for the year ending
June 30, 1916

1. LAND-

At Knoxville:
 Campus 39.9 acres ----- \$250,000
 Experiment Station Farm, Kingston
 Pike, 11.6 acres ----- 250,000
 Experiment Station Farm, Middlebrook
 Pike, 86 acres, ----- 50,000
 Cherokee Farm, Kingston Pike, ----- 140,000
\$690,000

1186
 1956
 246

At Memphis:
 Lot, 120.8 ft. x 315 ft. located at
 879 Madison Avenue, ----- 33,950 33,950

At Jackson:
 Farm West Tenn. Experiment Station
 185 acres ----- 25,000 25,000

Total value of land ----- \$ 748,950.00

2. BUILDINGS-

At Knoxville:
 On campus ----- 297,500
 On farms ----- 45,850
\$343,350
 At Memphis, ----- 76,226
 At Jackson, ----- 34,963.33

Total value of buildings, ----- 454,539.33

3. EQUIPMENT-

At Knoxville:
 Books, scientific apparatus, machinery
 furniture and live stock, ----- 200,202.88
 At Memphis:
 Apparatus, furniture, etc. ----- 52,030.97
 At Jackson:
 Machinery, apparatus, furniture, and live
 stock, ----- 22,688.60

Total value of equipment ----- 274,922.45
 Grand total real and personal
 property ----- \$1,478,411.78

The following obligations exist against the real property:

Bonds of the College of Physicians and Surgeons at Mem-
 phis assumed when that property was purchased ----- \$ 35,000
 Amount to be paid on residence of the Professor of
 Agriculture as per agreement with Professor
 Morgan ----- 3,000

Total ----- \$ 38,000

As stated in the report of the Treasurer, the bills
 payable outstanding on the thirtieth of June, 1916
 were as follows:

Notes due at the banks ----- 150,000
 Notes due to the Bennett Prize Fund ----- 400
150,400
 Total -----