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Moffetts Addition, University of Tennessee Deed (December 24, 1918)

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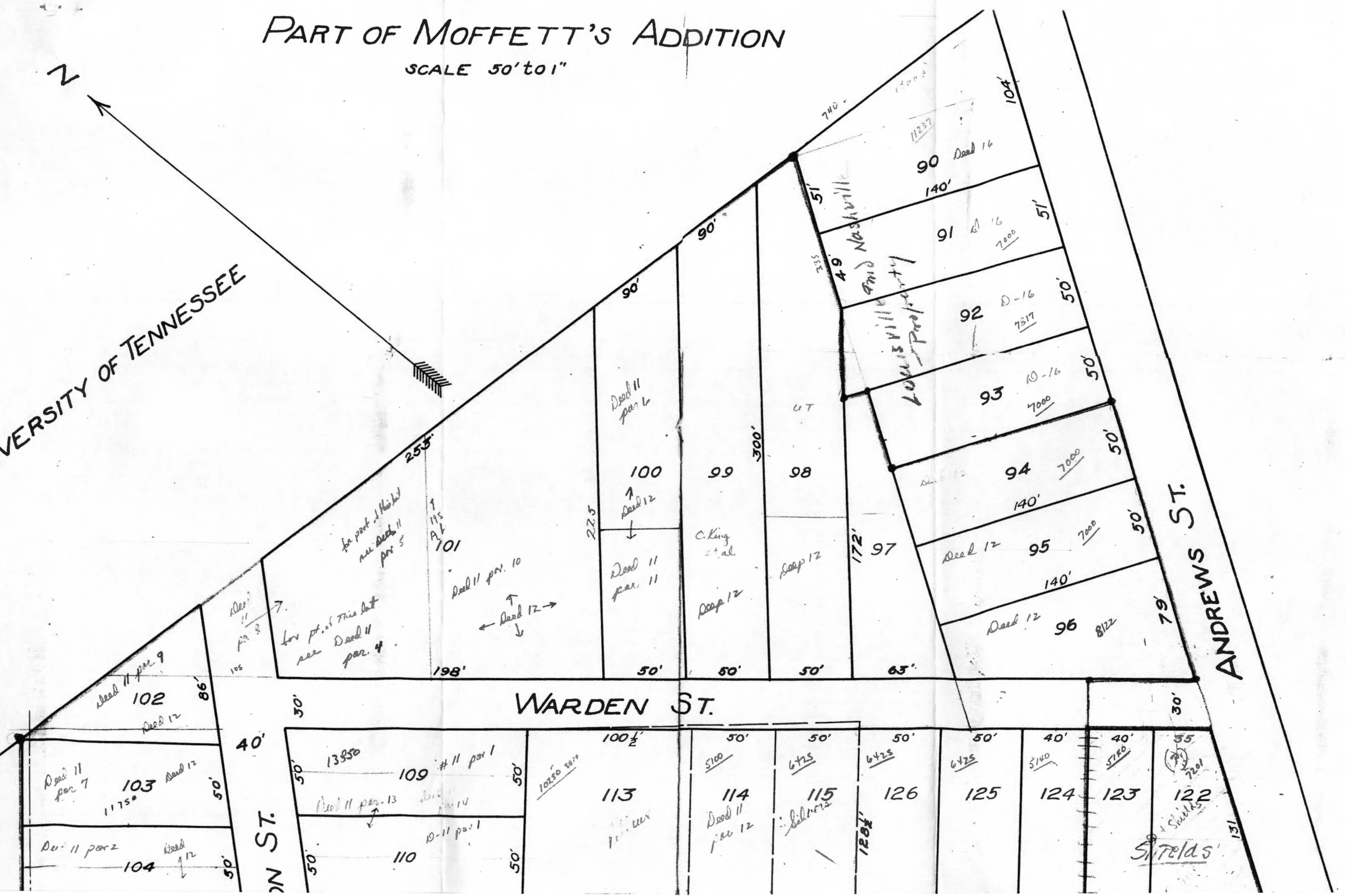
"Moffetts Addition, University of Tennessee Deed (December 24, 1918)" (1918). *Land Grants and Deeds to the University, 1795-21st Century*.
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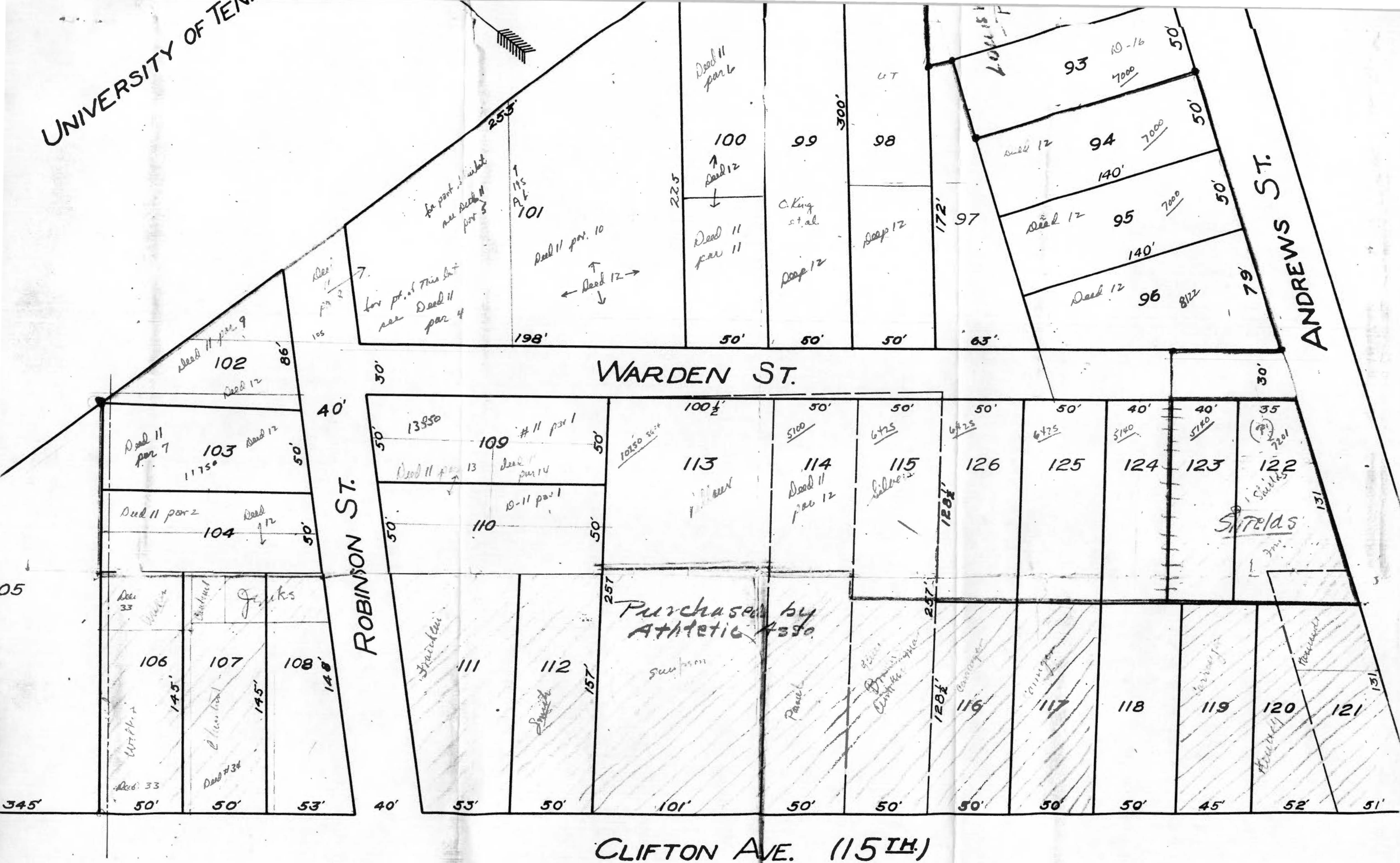
PART OF MOFFETT'S ADDITION

SCALE 50' to 1"

UNIVERSITY OF TENNESSEE



UNIVERSITY OF TENN.





THIS INDENTURE, made this 24th day of December
 A. D., 1918 between UNIVERSITY REALTY COMPANY, a corporation
 of Knoxville, Knox County in the State of Tennessee
 of the first part, and UNIVERSITY OF TENNESSEE,
 of Knoxville, Knox County, Tennessee, of the second part,
 WITNESSETH, That the said party of the first part, for and in consideration of the sum
 of Eighteen Hundred Dollars (\$1800.00)

to it in hand paid by the said party of the second part, the receipt of which is hereby ac-
 knowledged

~~and to secure the payment of said debt a specific lien is hereby retained on the property hereby conveyed~~

has granted, bargained, sold, and conveyed, and does hereby grant, bargain,
 sell and convey unto the said party of the second part, the following described premises, to-wit, situ-
 ate in District No. 12 of Knox County, Tennessee, and in the 10th Ward of the
City of Knoxville, and being a part of Lots Number 97, 98 and 99 in
Moffetts Addition to the City of Knoxville, as shown by map of said
Addition in New Map Book 5, page 298, in the Register's office for
Knox County, Tennessee, to which reference is here made. All of
Lots 97, 98 and 99 are hereby conveyed except a portion thereof ly-
 ing on Worden Street, which portion is described as follows:

Beginning at the corner between Lots 99 and 100 on Worden Street
and running back on a line at right angles with Worden Street 100 feet
to a stake; thence in a southern direction on a line parallel with Wor-
den Street to the southern line of Lot 97; thence with the southern
line of Lot 97 westwardly to Worden Street; thence northwardly with
Worden Street to the beginning, said property being conveyed to party
of the first part by Oliver King et al, by deed recorded in Book 275,
page 320, and by deed from W. L. Jack recorded in Book 276, page 312.

And the said part _____ of the first part for itself _____ and
for its _____ Heirs, Executors and Administrators do es hereby covenant with the said part _____ of
the second part its heirs and assigns that it is _____ lawfully seized in fee simple
of the premises above conveyed and has _____ full power, authority and right to convey the
same, that said premises are free from all incumbrances _____

IN WITNESS WHEREOF, The said part_____ of the first part has_____ hereunto set its
hand and seal the day and year first above written.

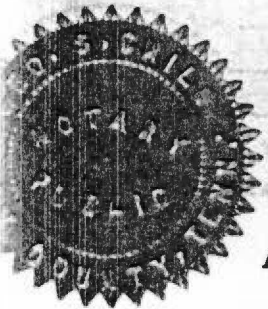
Attest
Chas. C. Farris
Secretary

University Realty Company, S.
By Rob. W. [unclear] [L. S.]
President [L. S.]
[L. S.]

STATE OF TENNESSEE,
KNOX COUNTY.

Before me, George S. Child, a notary public in and for the State and County aforesaid, personally appeared Robert S. Young, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the President of University Realty Company, the within-named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President, and affixing the corporate seal of said corporation.

Witness my hand and seal at office in said State and County, this 24th day of Decr, 1918.



George S. Child

Witness my hand and official seal at office, this _____ day of _____
A. D. Nineteen Hundred and _____

Notary Public

My Commission Expires _____

STATE OF _____ }
County. } SS.

Personally appeared before me _____ 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 at office, this _____ day of _____ A. D. Nineteen Hundred and _____ Clerk

STATE OF _____ }
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 the 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 _____, 191_____

Clerk.

STATE OF _____ }
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 purpose therein expressed, the same is, therefore certified.

Witness my hand and seal this _____ day of _____, 191_____

[SEAL]

J. P. for _____ County.

WARRANTY DEED

—TO—

REGISTER'S OFFICE,

State of Tennessee, } SS.
County of Shelby } 433

Received for record the 26th day of Dec A. D. Nineteen Hundred
and 18 at 11:55 o'clock A M.
Noted in Note Book 15 Page 316 and
Recorded in Book of Deeds 311
Vol. — Page 427

Witness my hand.
Fee Paid \$125-Paid
Jas. H. Copeland Register

State Tax, . . . \$ 1.80
County Tax, . . . —
Clerk's Fee, . . . 15
Total, I certify that the consideration 595
paid on the within deed has been

paid. Witness my hand this
DEC 26 1918
A. W. EDINGTON, Clerk

this point being a common corner of lots 126 and 116 of said addition; thence with the south line of lots No. 126, 125, 124, 123, 122 to a point in Andrews Street later known as Detroit Avenue, being the common corner of lots 121, 122 Moffitt's Addition; thence along the west side of Detroit Avenue to the northeast corner of lot 122; thence in a northwesterly direction along the south line of Warden Street to the most northerly corner of lot 123; thence crossing Warden Street in a northeasterly direction to the north side of Warden Street to a point in the south line of lot 96 at a distance of about 65 feet from the west line of Detroit Avenue; thence in an easterly direction with the south line of lot 96 to the southeast corner of said lot; thence along the west side of Detroit Avenue following the front lines of lots 96, 95, 94 to the northeast corner of lot 94; thence in a northwesterly direction in the line between lots 94 and 93 to their common corner in the east line of lot 97; thence in a northeasterly direction along the rear line of lot 93 to the south line of lot 92; thence in a northeasterly direction with the south line of lot 92, a distance of about 15 feet, to the southwest corner of lot 92 on the east line of lot 98; thence in a northeasterly direction along the rear lines of lots 92, 91 and 90 to a point in the property belonging to the University of Tennessee, this being the common corner for lots 90 and 98; thence in a westerly direction following the property line of the University of Tennessee to the place of beginning.

Copy

THIS INDENTURE made this 10th day of December, 1912
between Chas. E. Ferris and wife
of Knox County, in the State of Tennessee and The UNIVERSITY
REALTY COMPANY, a corporation, of Knox County, Tennessee of the
second part.

WITNESSETH, that the said parties of the first
part for and in consideration of the sum
to them in hand paid by the said party of the second part, the receipt
of which is heroby acknowledged and the further consideration as
herein-after set out, have granted, bargained, sold and conveyed
and do hereby grant, bargain, sell and convey unto the said
party of the second part, the following described premises -
consisting of 14 parcels, all situate in the District
No. twelve (old twenty fourth) of Knox County, Tennessee and
in the 10th ward of the City of Knoxville -

First parcel - Particularly described as the Northern portions
of lots Nos. 109 and 110 in Moffett's Addition to Knoxville, Tenn.,
fronting fifty feet on the western side of Worden Street and running
back between parallel lines one hundred feet with the Southern
line of Robinson Street to the western line of lot No. 110 in said
Addition, being the same property conveyed to parties of first
part by Alfred and Lula Boyd by deed dated Nov. 20, 1912.
For further reference see Deed Book 103, page 277 Register's
office for Knox County, Tenn.

Second Parcel ; - Particularly described as the eastern half
of lot No. 104 in Moffett's Addition to Knoxville, Tenn. , Beginning
at a stake in the Northern line of Robinson Street corner of
lot No. 103 in said Addition; thence westward with Northern line
of Robinson Street twenty five feet to a stake; thence Northerly
parallel to western line of lot No. 103 one hundred and thirty
two feet and five inches to Southern boundary of lot No. 105;
thence Eastwardly parallel with Robinson Street twenty five feet to
a stake, the Northwest corner of lot No. 103; thence southerly

on Western line of lot No. 103 one hundred and twenty nine feet and six inches to the place of beginning, being the same property conveyed to parties of the first part by Geo. and Malissa Reeder by deed dated Nov. 20, 1912.

Third Parcel - Particularly described as a parcel of land fronting seventy feet on the East side of Worden Street and extending back Easterly therefrom between parallel lines to the western boundary of the University Grounds; said lot being bounded on the West by Worden Street ; on the North by lot of Minnie Nicholas; East by the grounds of the University of Tennessee; on the South by lot of J. W. White; the western boundary of said lot is seventy feet long; the Northern boundary is eighty five feet long; the Eastern boundary is seventy feet more or less in length and the Southern boundary one hundred and ninety five feet more or less in length.

Fourth Parcel - Beginning at a point one hundred feet Eastward from the Eastern line of Worden Street at or near Mrs. Walter S. Roberts Southeast corner; thence Northward with the East line of Mrs. W. S. Roberts lot fifty feet to J. W. White Southeast line; thence Easterly with said White's Southeast boundary to the University Grounds; thence with western boundary of University Grounds to J. W. White's Northern line; thence with said White's line Westward one hundred and twenty five feet to the beginning. The two last mentioned parcels are parts of lot No. 101 in Moffett's Addition to Knoxville, Tenn., and being the same parcels conveyed to parties of the first part by Margaret Lacey by deed dated Nov. 20, 1912. For further reference see Deed Book 187, page 344 Register's office for Knox County, Tenn.

Fifth Parcel- Particularly described as a certain parcel of land fronting fifty feet on the Eastern side of Worden Street and extending back between parallel lines to the grounds of the University of Tennessee; said lot as here conveyed being part of lot No. 101 in Moffett's Addition to Knoxville, Tenn., bounded on the West by Worden Street fifty feet; on the North by Margaret Lacey one hundred and ninety five feet; on the East by University

of Tennessee fifty feet more or less and South by Margaret Lacey and Mrs. Walter S. Roberts a distance of two hundred feet. See Deed Book 187, page 343 Register 's office for Knox County, Tenn.

Sixth Parcel - Being the Eastern portion of lot No. 100 in Moffett's Addition to Knoxville, Tenn., and being a strip of ground fifty feet wide and one hundred and thirty feet more or less long, bounded on the West by Jason Oneal; on the East by University of Tennessee grounds; on the South by Oliver King et al and on the North by Margaret Lacey; the two last named parcels being the same conveyed to parties of the first part by John W. White and wife Sarah White by deed dated Nov. 20, 1912.

Seventh Parcel :- Being that certain lot in Moffett's Addition to Knoxville, Tenn., and lying on the North side of Robinson Street and numbered 103 on the map of said Addition, fronting fifty feet more or less on said Street and bounded on the West by lot No. 104; on the North by lot No. 105; on the East by lot No. 102 and being now improved with two frame dwelling houses known as 1405 and 1407 Robinson Street and being the same property conveyed to parties of the first part by Wanda M. Johnston and husband Roy A. Johnston by deed dated Nov. 22, 1912 . For further reference as to title see Deed Book 93, page 74; Deed Book 112, page 634; Deed Book 102, page 162; Deed Book 116, page 64; Deed Book 140, page 145; Deed Book 169, page 8 ; Deed Book 219, page 415; Deed Book 238, page 153 Register's office for Knox County, Tenn.

Eighth Parcel :- Particularly described as beginning at a stone on the line of the Campus of the University of Tennessee at the South side of intersection of Robinson Street; thence along said line South 75 40 East thirty three feet to a stake; thence parallel with Robinson Street Westerly ninety five and one half feet to the Eastern line of Worden Street; thence Northwardly with the Eastern line of Worden Street twenty eight and one half feet to the Southern line of Robinson Street; thence Eastwardly with the Southern line of Robinson Street seventy five and one half feet to the place of beginning. Being the same property conveyed to parties of the first part by Frank Goodner and wife Cora Goodner by deed

dated Nov. 27, 1912. For further reference see Deed Book 228, page 369 Register's office for Knox County, Tenn.

Ninth Parcel;- Particularly described as all of lot No. 102 in Moffett's Addition to Knoxville, Tenn., fronting eighty five feet on the Northern side of Robinson Street and running back with the Eastern line of lot No. 103 to the Western boundary line of the grounds of the University of Tennessee. The lot is triangular and is bounded on the South by Robinson Street; on the West by lot 103; Eastwardly by University of Tennessee grounds; Being the same property conveyed to parties of the first part by J. E. Davies by deed dated Nov. 20, 1912 .

Tenth Parcel; Particularly described as fronting fifty feet on the East side of Worden Street and extending back between parallel lines one hundred and ten feet to Margaret Lacey's line; bounded on the West by Worden Street; on the North by John W. White; on the East by Margaret Lacey and South by James O'neal. And being a portion of lot No. 101 in Moffett's Addition to Knoxville, Tenn. Being the same property conveyed to parties of the first part by Walter S. Roberts and wife Frances L. Roberts by deed dated Nov. 23, 1912. For further reference see Deed Book 210, page 299 Register's office for Knox County, Tenn.

Eleventh Parcel -Particularly described as the Western portion of lot No. 100 in Moffett's Addition to Knoxville, Tenn., fronting fifty feet on the Eastern side of Worden Street and extending back between parallel lines one hundred and fifty feet towards the grounds of the University of Tennessee, being the same property conveyed to parties of the first part by Jason D. O'Neil and wife Laura O'Neil by deed dated Nov. 23, 1912. See for further reference Deed Book 227 , page 335 Register's office for Knox County, Tenn.

Twelfth Parcel :- Particularly described as being part of lot No. 114 in Moffett's Addition to Knoxville, Tenn., fronting fifty feet on Worden Street and running back Westerly one hundred and twenty five feet and bounded on the North by property of Miss Rose Fellaux and on the South by E. D. Silvers. Being the same property conveyed to parties of the first part

by deed dated Nov. 23, 1912 from T. L. Peters and wife Gertrude M. Peters. For further reference see Deed Book 197, page 353 Register's office for Knox County, Tenn.

Thirteenth Parcel :- Particularly described as a portion of lots Nos. 109 and 110 in Moffett's Addition to Knoxville, Tenn., and thus bounded; Beginning at a stake in the western line of Worden Street fifty feet southerly from said Street line from the Southwest corner of Robinson and Worden Streets; thence Southwesterly parallel to Robinson Street one hundred feet more or less to the Western line of said lot No. 110; thence Southerly on Western line of said lot No. 110 thirty feet and five inches to a stake; thence Eastwardly along the fence now standing one hundred and one feet more or less to the Western line of Worden Street at a point about forty five feet and eight inches from the point of beginning; thence Northerly with the Western line of Worden Street forty five feet and eight inches more or less to the beginning. Being same property conveyed to parties of the first part by deed from Mary Glenn (widow) Susie Glenn Jenks and husband James Jenks, Bruce Glenn, Jas. W. Glenn and wife Myrtle Glenn, Annie Glenn Jenks and husband Robert Jenks, Robert Glenn, P. H. Glenn and wife Carrie Glenn, widow and all the heirs at law of Geo. W. Glenn deceased. For further reference see Deed of record in Book 186, page 187 to which reference is here made, Register's office for Knox County, Tenn.

Fourteenth Parcel; - Particularly described as the south thirty three and one third feet taken by parallel lines off of lots Nos. 109 and 110 in Moffett's Addition to Knoxville, Tenn., fronting thirty three and one third feet on the west side of Worden Street and running back between parallel lines to the Western line of said lot No. 110; being the same property conveyed to parties of first part by J. A. Ahler Plumbing Co., by deed dated Nov. 27, 1912. See for reference Trustee deed from W. E. Jordan Trustee to J. A. Ahler Plumbing Co., dated Sept. 19, 1912.

The party of the second part hereby assume all encumbrances on the parcels herein conveyed including the promissory notes of hand executed by Chas. E. Ferris which are a lien on the properties herein conveyed and itemized as follows-

On parcel No. one - Two notes dated Nov. 20, 1912 - one for \$750. due on demand after ninety days and one for \$700. due one year after date, both bearing interest from date -

On parcel No. two - One note dated Nov. 20, 1912 for \$400. due six months after date, with interest from date - and also a mortgage note executed by Melissa and Geo. Reader in favor of M. J. Kennedy May 25, 1912 for \$160. due one year after date with interest.

On parcels No. three and four - One note dated Nov. 20, 1912 for \$1300. and due one year after date, with interest.

On parcels No. five and six - one note dated Nov. 20, 1912 for \$1050. due on demand after six months from date, with interest

On parcel No. seven :- One note for \$500. dated Nov. 22, 1912 due ninety days after date with interest.

On parcel No. eight :- One note for \$800. dated Nov. 27, 1912 due on or before ninety days after date with interest .

On parcel No. nine ; one note for \$386. executed by John W. Anderson and wife Feb. 8, 1909 payable to H. M. Wilson and due Feb. 8, 1912.

On parcel No. ten ; Assumption of all taxes prior to the year 1912.

On parcel No. twelve ; One note for \$500. dated Nov. 23, 1912 due ninety days after date with interest;

AND ALL THE ESTATE, RIGHT, TITLE and INTEREST OF THE PARTIES OF THE FIRST PART THEREIN 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 party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

L.S.

L. S

State of Tenn
County of Knox ss

Personally appeared before me

A Notary Public in and for said County, the within named bargainors Chas. E. Ferris and wife Katherine Ferris, the within named bargainors, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein conveyed and Katherine Ferris, wife of the said Chas. E. Ferris, having appeared before me privately and apart from her said husband, said Katherine Ferris 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 purposes therein contained.

Witness my hand and official seal at office in Knoxville, Tenn., this day of 1912.

.....
Notary Public

THIS INDENTURE, made this _____ day of January, 1932,
by and between W. S. SHIELDS, a resident of Knox County, Ten-
nessee, of the first part and the UNIVERSITY OF TENNESSEE,
a corporation, of Knox County, Tennessee, party of the second
part,

WITNESSETH

The said party of the first part for One (\$1.00)
Dollar in hand paid, receipt of which is hereby acknowledged, and
for other valuable considerations both hereby grant and convey
unto the party of the second part the following described
premises, to-wit:

"Situated in the Tenth Ward of Knoxville, Knox
County, Tennessee, and in what is known as Moffett's
Addition to Knoxville plat of which is of record
in the Register's office of Knox County, Tennessee,
in Map Book 5, page 298. Beginning on the line
between said Addition and the University of Ten-
nessee where lots numbers One Hundred and Two and
One Hundred and Three in Moffett's Addition have a
common corner on said dividing line; thence in a
southwest direction with the west or rear line of
lots numbers One Hundred and three and One Hundred
and four in said Addition to a point in said line
extended in the same southwesterly direction five
feet beyond the south line of said lot number one
hundred and four; thence in an easterly direction
five feet from and parallel with, said south line of
said lot number one hundred and four to Robinson Street;
thence crossing Robinson Street to the southwest corner
of lot number one hundred and ten in said Addition;
thence in an easterly direction with the south line
of said lot number one hundred and ten to the west
line of lot number one hundred and thirteen in said
Addition; thence with said west line of said lot number
one hundred and thirteen to a point on said line one
hundred feet southwest from said Worden Street; thence
in an easterly direction to a point on the east line
of said lot number one hundred and thirteen to a point
on the same one hundred feet southwest from Worden
Street thence southwest with said line to a point one
hundred and two feet from the west side of

In Witness Whereof, the said part of the first part
Worden Street in the north line of that part of said
lot number One Hundred and Fourteen as conveyed by
the University Realty Company to Ben J. Pannel
deed dated 23 February, 1917, registered Book 298,
page 376; thence in an easterly direction with
said north line to the east line of said lot number
one hundred and fourteen in said Addition to a
point one hundred and two feet southwest from Worden
Street; thence with said line in a southwesterly
direction twenty-seven feet to the north line of that
part of said lot number one hundred and fifteen that
was conveyed by C. E. Ferris and wife to Mary Glenn,
deed dated 10 March, 1917, registered Book 294
page 423; thence in an easterly direction with
said north line to the east line of lot number one
hundred and fifteen in said Addition one hundred
and twenty-nine feet southwest from Worden Street;
this point being a common corner of lots 126 and
116 of said addition; thence with the south line of
lots No. 126, 125, 124, 123, 122 to a point in
Andrews Street later known as Detroit Avenue, being
the common corner of lots 121, 122 Moffitt's
Addition; thence along the west side of Detroit
Avenue to the northeast corner of lot 122; thence
in a northwesterly direction along the south
line of Worden Street to the most northerly corner
of lot 123; thence crossing Worden Street in a
northeasterly direction to the north side of Worden
Street to a point in the south line of lot 96 at
a distance of about 65 feet from the west line of
Detroit Avenue; thence in an easterly direction with
the south line of lot 96 to the southeast corner
of said lot; thence along the west side of Detroit
Avenue following the front lines of lots 96, 95, 94
to the northeast corner of lot 94; thence in a
northwesterly direction in the line between lots 94
and 93 to their common corner in the east line
of lot 97; thence in a northeasterly direction along
the rear line of lot 93 to the south line of lot
92; thence in a northeasterly direction with the south
line of lot 92, a distance of about 15 feet, to the
southwest corner of lot 92 on the east line of lot
98; thence in a northeasterly direction along the
rear lines of lots 92, 91 and 90 to a point in the
property belonging to the University of Tennessee,
this being the common corner for lots 90 and 98;
thence in a westerly direction following the property
line of the University of Tennessee to the place of
beginning."

TO HAVE AND TO HOLD, the said premises to the said
party of the second part its successors and assigns forever.

In Witness Whereof, the said party of the first part hath signed and duly executed this instrument on the day and date first above written.

STATE OF TENNESSEE)
COUNTY OF KNOX (

Personally appeared before me, _____,
a Notary Public in and for 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, in
_____ County, this _____ day of _____, 1932.

Notary Public.

WILLIAM R. PAGE
ATTORNEY AT LAW
KNOXVILLE, TENN.

7 March, 1914.

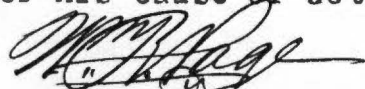
Mr. James M. Morey, Treasurer, and
Mr. O. B. Lovett, Attorney,
Greeneville, Tennessee:-
Gentlemen:-

I have been requested by University Realty Company to abstract the title to the property fully described in trust deed dated 27 May 1913 recorded 2 June 1913, 12:55 p.m. Trust Deed Book 167 page 229, which secures the payment of \$8000.00 to Tusculum College one year after date, and to prepare and have executed and recorded a trust deed bearing this date securing the payment of \$10,000.00 to Tusculum College and to include in the present deed of trust and memorandum of title a certificate as to the release of the vendor's lien in favor of Alfred Boyd for \$1450.00 represented by two notes, one for the sum of \$750.00 and one for the sum of \$700.00 also the property described on page 10 of my memorandum of title heretofore forwarded to you with my letter of 27 May 1913, same having been conveyed by C. W. Cansler and wife 26 September 1908 to Margaret Lacey. This property was excepted as item (A) from the deed of trust hereinbefore referred to.

Said lien in favor of Alfred Boyd is released by entry on the margin of Deed Book 255 page 79 by Lula Boyd, Alfred Boyd dated 20th day of November 1913.

As to the Margaret Lacey property a bill has been filed in the Chancery Court of Knox County, Tennessee, being number 13,227 on the Rule Docket of said Court. In the first place there is absolutely nothing in this case. In the second place an order has been signed by Counsel representing the complainant dismissing his bill as to University Realty Company and Chas. E. Ferris. This order shows on its face that the University Realty Company was an innocent purchaser of all lands claimed by it. Chancellor Wright has informed me that he has marked the word "Enter" on this order and turned same over to the Clerk and Master. Because this is Saturday afternoon and the office closed I cannot get a copy of this order. It has not yet been entered of record as it was only marked for entry this morning. I enclose herewith copy of the bill above referred to and a copy of exhibit "C" to the answer of Margaret Lacey and a copy of Lacey's assignment of his cause of action to his own counsel.

Yours truly,



The Trust Deed herewith enclosed securing the payment of \$10,000.00 is of record in Trust Deed Book 173 page 50, having been recorded 10 March, 1914 2:24 p.m. and (except for trust deed securing payment of Tusculum College) is a first and prior lien on the property herein described.

DEED OF TRUST.

THIS INDENTURE made and executed on this, the 27th day of May, 1913, by and between UNIVERSITY REALTY COMPANY, a Tennessee corporation, of Knox County, Tennessee, party of the first part, and MECHANICS BANK AND TRUST COMPANY, TRUSTEE, of Knox County, Tennessee, party of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of One (1.00) Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the other considerations hereinafter set forth, the said party of the first part, hath this day bargained and sold and doth by these presents hereby grant, bargain, sell, transfer and convey unto said party of the second part, and to its successors in right, the following described real estate:

Those certain lots or parcels of land situate in the 10th ward of the City of Knoxville, in the new 12th (old 24th) civil district of Knox County, in the State of Tennessee, known as lots one hundred (100), one hundred one (101), one hundred two (102), one hundred three (103), one hundred four (104), one hundred nine (109), one hundred ten (110), one hundred thirteen (113), and one hundred fourteen (114), in Moffett's Addition to the City of Knoxville.

There is, however, expressly excepted from this conveyance, and not intended to be conveyed hereby the following parcels:

(a) Those two parcels of ground being parts of lot one hundred one (101) in said addition fully described in deed by Margaret Lacey to Charles E. Ferris dated November 20, 1912, registered in Register's Office of Knox County, Tennessee, in Deed

Book 255 page 77, to which reference is made for description.

(b) That part of lot one hundred thirteen (113) in said addition fronting one hundred one (101) feet on the East side of Seventh Street and extending back between parallel lines to the property conveyed by Evie Phillip Irvine to R. L. Foust by deed dated September 11, 1912, registered in Register's Office of Knox County, Tennessee, in Deed Book 265 page 227.

To have and to hold said property unto MECHANICS BANK AND TRUST COMPANY, TRUSTEE, and to its successors in trust in fee simple forever together with all rights, ways, appurtenances, hereditaments, improvements and easements thereto belonging or in any wise appertaining.

And said party of the first part hereby covenants with said party of the second part that it is lawfully seized and possessed of said property, that it has a good right to sell and convey the same, and that the same is unencumbered, and that it will forever warrant and defend the title to the same unto said MECHANICS BANK AND TRUST COMPANY, TRUSTEE, and to its successors in right, against the lawful claims of all persons whomsoever.

But this conveyance is made for the following uses and trust purposes and no other, that is to say: The said UNIVERSITY REALTY COMPANY is indebted to TUSCULUM COLLEGE, in the sum of Eight Thousand (8000.00) Dollars, evidenced by promissory note of even date herewith payable to JAMES M. MOREY, TREASURER, of the Board of Trustees of Tusculum College, and due one year after date, with interest from date at six per cent. payable semi-annually, and providing for ten per cent. attorney's fees in the event said note is not paid at maturity and is placed in the hands of an attorney-at-law for collection, and to secure and make certain the payments of said note this deed in trust is executed.

Now therefore, if said note is fully paid and satisfied on or before one year from date hereof and all other obligations herein incurred fully met, then this obligation is to be void and of no effect; otherwise, to remain in full force and effect.

And if default is made in the payment of said note or if any of the obligations herein incurred are breached, then MECHANICS BANK AND TRUST COMPANY is hereby authorized, empowered and directed to advertise the sale of said property for thirty (30) days by one written or printed notice posted at the Court House Door in Knoxville, Tennessee, giving the time, place and terms of sale, and sell the same at the North door of the Court House in Knoxville, Tennessee, at public outcry, to the highest bidder for cash in hand and in bar of the equity of redemption. All other rights or equities of said party of the first part are hereby expressly waived.

And the proceeds of sale he will apply as follows:

1. He will pay the expenses of this trust, including the commission of the Trustee making said sale.
2. He will then pay said indebtedness, including the ten per cent. attorneys fees provided for in said note, if same has been placed in the hands of an attorney-at-law for collection; and
3. The balance, if any, he will turn over to said party of the first part or its order.

Said party of the first part hereby agrees and binds itself as a part of this contract, that it will keep said property insured in some reliable fire insurance company in the name and for the use and benefit of the beneficiary under this trust, in a sum not less than Eight Thousand (8000.00) Dollars, and should it fail to do so, said indebtedness shall become immediately due and this trust foreclosable.

And if a sale is made hereunder, said party of the first part hereby authorizes, empowers and directs the Trustee executing this trust to execute to the purchaser a deed binding it in covenants of general warranty. The said party of the first part further agrees hereby that in case of any sale hereunder, it will at once surrender possession of the said property and will, from that moment, become, and be the tenant at will of the purchaser, and removable by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay the said purchaser the reasonable rental value of said premises after said sale.

In the event the Trustee herein named should for any reason refuse, neglect to or become incapacitated from executing this trust, then and in that event the Board of Trustees of Tusculum College is hereby authorized, directed and empowered to select a successor to said Trustee to execute this trust and make sale hereunder in all respects as if appointed Trustee herein in the first instance.

In witness whereof, said party of the first part hath by resolution of its Board of Directors authorized its President to sign the corporate name of the corporation to this trust deed by himself as President and hath authorized its Secretary to attest the execution of this trust deed by its President and to attach hereto the common corporate seal of the corporation.

UNIVERSITY REALTY COMPANY,

By

E. J. Spencer
President.

By

Chas. E. Ferris
Secretary.

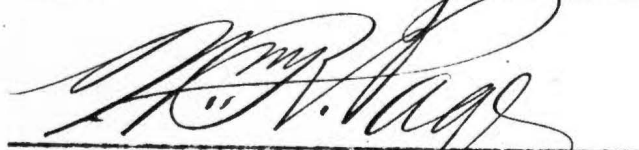
ATTEST:

Chas. E. Ferris
Secretary.

State of Tennessee |
County of Knox | SS.

Before me, Wm. R. Page, a Notary Public in and for the State and County aforesaid personally appeared Cary F. Spence and Charles E. Ferris, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the president and secretary, respectively, of University Realty Company, the within named bargainer, a corporation, and that they, as such president and secretary, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said corporation by themselves as said officers, respectively, thereto, and by affixing the common corporate seal thereto.

Witness my hand and seal of office at office in Knoxville, Knox County, Tennessee, this the 27th day of May, 1913.


Notary Public.

INDEX

JUN 3 1913

A.E.D.

COMPARED

DEED OF TRUST
UNIVERSITY REALTY COMPANY
TO
MECHANICS BANK AND TRUST
COMPANY, TRUSTEE

REGISTER'S OFFICE
STATE OF TENNESSEE, }
KNOX COUNTY. }

Received for Record the 2 day
June, A. D. 1913
at 12.01 o'clock P. M., and recorded in
Book No. 167 Page 229
Noted in Note Book 13 Page 89
Fee, \$ 2.00 Due
J. L. King
Register.

[Handwritten signature]

Deed of Trust.
University Realty Company
to
Mechanics Bank and Trust Company.

This indenture made and executed on this the 7th day of March 1914, by and between University Realty Company, a Tennessee corporation, of Knox County, Tenn., party of the first part, and Mechanics Bank and Trust Company, Trustee, of Knox County, Tennessee, party of the second part,

Witnesseth That for and in consideration of the sum of one (1.00) dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the other considerations hereinafter set forth, the said party of the first part, hath this day bargained and sold and doth by these presents hereby grant, bargain, sell, transfer and convey unto said party of the second part, and to its successors in right, the following described real estate:

Those certain lots or parcels of land situate in the 10th ward of the city of Knoxville, in the new 12th. (old 24th.) civil district of Knox County, in the state of Tennessee, known as lots one hundred (100), one hundred one (101), one hundred two (102), one hundred three (103), one hundred four (104), one hundred nine (109), one hundred ten (110), one hundred thir-

teen (113) and one hundred fourteen (114), in Moffet's addition to the city of Knoxville.

There is, however, expressly excepted from this conveyance, and not intended to be conveyed hereby the following parcel:

That part of lot one hundred thirteen (113) in said addition fronting one hundred one (101) feet on the east side of Seventh street and extending back between parallel lines to the property conveyed by Eric Phillippe Irvine to R. L. Houst by deed dated September 11, 1912 registered in Register's office of Knox County, Tenn., in deed book 265, page 227.

To have and to hold said property unto Mechanics Bank and Trust Company, Trustee, and to its successors in trust in fee simple forever together with all rights, ways, appurtenances, hereditaments, improvements and ~~accruesments~~ thereto belonging or in any wise appertaining.

And said party of the first part hereby covenants with said party of the second part that it is lawfully seized and possessed of said property, that it has a good right to sell and convey the same, and that the same is unencumbered, and that it will forever warrant and defend the

title to the same unto said Mechan

title to the same unto said Mechanics Bank and Trust Company, Trustee, and to its successors in right, against the lawful claims of all persons whomsoever.

But this conveyance is made for the following uses and trust purpose and no other, that is to say: The said University Realty Company is indebted to Tusculum College, in the sum of ten thousand (\$10,000) dollars, evidenced by promissory note of even date herewith payable to James M. Money, Treasurer, of the Board of Trustees of Tusculum College, and due one year after date, with interest from date at six per cent payable semi-annually, and providing for ten per cent attorney's fees in the event said note is not paid at maturity and is placed in the hands of an attorney-at-law for collection, and to secure and make certain the payment of said note this deed in trust is executed.

Now therefore, if said note is fully paid and satisfied on or before one year from date hereof and all other obligations herein incurred fully met, then this obligation is to be void and of no effect; otherwise, to remain in full force and effect.

And if default is made in the payment of said note or if any

of the obligations herein incurred are breached, then Mechanics Bank and Trust Company is hereby authorized, empowered and directed to advertise the sale of said property for thirty (30) days by one written or printed notice posted at the Court House door in Knoxville, Tennessee, giving the time, place and terms of sale, and sell the same at the north door of the court house in Knoxville, Tennessee, at public outcry, to the highest bidder for cash in hand and in bar of the equity of redemption. All other rights or equities of said party of the first part are hereby expressly waived.

And the proceeds of sale he will apply as follows:

1 - He will pay the expenses of this trust, including the commission of the Trustee making said sale.

2 - He will then pay said indebtedness, including the ten per cent attorney's fee provided for in said note, if same has been placed in the hands of an attorney-at-law for collection and

3 - The balance, if any, he will turn over to said party of the first part or its order.

Said party of the first part hereby agrees and binds itself as a part of this contract, that it will keep said property insured in some reliable fire insurance com-

pany in their name, and pay the same

pany in the name and for the use and benefit of the beneficiary under this trust, in a sum not less than ten thousand (\$10,000.00) dollars, and should it fail to do so, said indebtedness shall become immediately due and this trust foreclosable.

And if a sale is made hereunder, said party of the first part hereby authorizes, empowers and directs the Trustee executing this trust to execute to the purchaser a deed binding it in covenants of general warranty, The said party of the first part further agrees hereby that in case of any sale hereunder, it will at once surrender possession of the said property and will from that moment, become, and be the tenant at will of the purchaser, and removable by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay the said purchaser the reasonable rental value of said premises after said sale.

In the event the Trustee herein named should for any reason refuse, neglect to or become incapacitated from executing this trust, then and in that event the Board of Trustees of Tusculum College is hereby authorized, directed and empowered to select a successor to said Trustee to execute this trust

and make sale hereunder in all respects as if appointed Trustee herein in the first instance.

In witness whereof, said party of the first part hath by resolution of its Board of Directors authorized its President to sign the corporate name of the corporation to this trust deed by himself as President and hath authorized its Secretary to attest the execution of this deed by its President and to attach hereto the common corporate seal of the corporation.

University Realty Company
C. D. Spence Pres.
Chas. E. Ferris, Sec.

State of Tennessee,
County of Knox: ss.

Before me, Wm. R. Page, a Notary Public in and for the state and county aforesaid personally appeared Cary D. Spence and Charles E. Ferris, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the president and secretary, respectively, of University Realty Company, the within named bargainer, a corporation, and that they as such president and secretary, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said

corporation by themselves as

corporation by themselves as
said officers, respectively, thereto
and by affixing the common
corporate seal thereto.

Witness my hand and seal
of office at office in Knoxville,
Knox County, Tennessee, this the
7th. day of March 1914.


Notary Public



UNIVERSITY REALTY CO

TO

MECHANICS BANK & TRUST
COMPANY, TRUSTEE

RECEIVED
By Dayle
RECORDED

By Blaine
INDEXED

By A. E. Dayle 3/11/14
IN

D. I. B. No. _____ P. No. _____

T. I. E. No. 8 P. No. 377
196

C. I. B. No. _____ P. No. _____

Compared ✓

By H and B

L. C. KING, Register

REGISTER'S OFFICE

STATE OF TENNESSEE,
KING COUNTY.

Presented for Record this 10 day
of March, A. D. 1914
at 2:24 o'clock P. M., and recorded in
Book No. 173 Page 50
Noted in Note Book 12 Page 201
Fee, \$ 2.00

J. L. King
Register.

Wm. R. King
Att'y

State of Tennessee



Department of State

SURRENDER OF CHARTER OF
UNIVERSITY REALTY COMPANY.

I, Ike B. Stevens, Secretary of State of the State of Tennessee, do hereby certify that the annexed Instrument with Certificates of Acknowledgment and Registration were filed in my office and recorded on the 31st *day of*
December 19 19, *in Corporation Record Book No. 4,*
page 131.

In Testimony Whereof, I have hereunto subscribed my Official Signature and by order of the Governor affixed the Great Seal of the State of Tennessee at the Department in the City of Nashville, this 31st, *day of*

December

A.D. 19 19.

Ike B. Stevens

Secretary of State.

SURRENDER

OF

Charter of Incorporation

We, Robert S. Young and Charles E. Ferris
the President and Secretary, respectively, of University Realty Company

a corporation chartered and organized under the laws of the State of Tennessee, hereby certify that at a meeting of the stockholders of said corporation, properly called and held at the offices of said corporation in the county of Knox

a resolution in writing was adopted by an affirmative vote of the stockholders, representing three-fourths or more of the shares of stock in said corporation, declaring the desire of the stockholders to surrender the charter and dissolve said corporation, and that said resolution was duly entered on the minutes of said corporation:

Now, therefore, we, the said Robert S. Young
President, and the said Charles E. Ferris Secretary
of said corporation, pursuant to the aforesaid resolutions, hereby certify the fact of the adoption of said resolution by the stockholders of said corporation, to the end that this certificate may be duly recorded in the office of the Secretary of State, and the charter of said University Realty Company
surrendered
and said corporation dissolved.

Dec 31st 1919

Robert S. Young
President
Charles E. Ferris
Secretary

STATE OF TENNESSEE

County of Knox

Personally appeared before me, a Notary Public
of the county aforesaid, Robert S. Young and
Charles E. Ferris with whom I am personally acquainted,
and who made oath before me in due form of law that Robert S. Young
is the President and Charles E. Ferris is the Secretary of
University Realty Company
and that the statements made in the foregoing certificate are true.

Dec 31st 1919 Sam Young
Notary Public

SEAL

The above should be executed before County Court Clerk or a Notary Public.

Fee for recording this surrender, \$5.00.

CD 162
501