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University of Tennessee Deed (November 21, 1925)

Ellen L. Sadler

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THIS INDENTURE, Made this 21st. day of NOVEMBER
A. D. 19 25 between JOHN H. SADLER AND WIFE ELLEN L. SADLER
of KNOX COUNTY in the State of TENNESSEE
of the first part, and THE UNIVERSITY OF TENNESSEE a corporation incorporated
under the laws of the State of Tennessee
of KNOX COUNTY, TENNESSEE of the second part
WITNESSETH, That the said part ies of the first part, for and in consideration of the sum
of Six Thousand (\$6000.00) dollars cash
to them, in hand paid by the said part Y of the second part, the receipt of which is hereby acknowledged

~~And to secure the payment of said note a specific lien is hereby retained on the property here conveyed, ha ve~~
granted, bargained, sold, and conveyed, and do hereby grant, bargain, sell and convey unto the said
part Y of the second part, the following described premises, to-wit, situate in District No. 12,
(formerly 24th) of Knox County, Tennessee and being in the 10th Ward of
the City of Knoxville, Tennessee, and particularly described as a parcel
of land:-

BEGINNING at a stake on the west side of Fifteenth Street
(formerly Seventh) distant in a southerly direction one
hundred and twenty (120) feet from the southwest corner of
Fifteenth Street and W. Cumberland Avenue; thence in a
westerly direction on a line parallel with W. Cumberland Ave-
nue ninety-eight (98) feet to a stake in Williams' (formerly
Shaw's) line; thence in a southerly direction along said
Williams line and parallel with Fifteenth Street forty (40)
feet to a stake; thence in an easterly direction on a line
parallel with W. Cumberland Avenue ninety-eight (98) feet
to the western line of Fifteenth Street; thence in a northerly
direction along the western line of Fifteenth Street forty (40)
feet to the beginning point.

Being the same property conveyed to Ellen L. Sadler by warranty deed dated
March 6th, 1922 from Beessie H. Moore and husband James H. Moore which is
recorded in Deed Book 359, Page 226 in the Register's Office of Knox County,
Tennessee. See also Book of Deeds 262, Page 463; Book of Deeds 257, Page
297, both of said Books being in the Register's Office of Knox County,
Tennessee.

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 part Y of the second part its ^{successors} ~~heirs~~ and assigns forever.

And the said part ies of the first part for themselves and for their Heirs, Executors and Administrators do hereby covenant with the said part Y of the second part its ^{successors} ~~heirs~~ and assigns that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, that said premises are free from all incumbrances

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Ellen S. Sadler (L. S.)

John H. Sadler (L. S.)

(L. S.)

(L. S.)

STATE OF _____ }
_____ County. } SS.

Personally appeared before me _____ a Notary Public in and for said County
the within named bargainors _____
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, this _____ day of _____
A. D. Nineteen Hundred and _____

Notary Public.

STATE OF TENNESSEE _____ }
KNOX _____ County } SS.

Personally appeared before me Edna C. Hodges a Notary Public in and for said County
the within named bargainors JOHN H. SADLER AND WIFE ELLEN L. SADLER

with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purpose therein
contained. And ELLEN L. SADLER _____ wife of the said

JOHN H. SADLER _____ having appeared before me privately and apart from her
husband, said ELLEN L. SADLER _____ acknowledged the execution of

the said deed to have been done by her freely, voluntarily and understandingly, without compulsion or con-
straint from her said husband, and for the purposes therein expressed.

Witness my hand and official seal at office, this 23rd day of November
A. D. Nineteen Hundred and Twenty Five.

Edna C. Hodges
Notary Public.

MY COMMISSION EXPIRES JULY 11, 1926

THIS INDENTURE, Made this 6th day of MARCH 1922between ELLEN L. SADLER & husband JOHN H. SADLERof the County of KNOXand State of Tennessee, of the First Part, and J. P. McMILLIN, Trusteeof the County of Knox and State of Tennessee of the
Second Part,

WITNESSETH: That the said Part 1st of the First Part, for and in consideration of the sum of one dollar and the matter herein recited, ha ve granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the said Party of the Second Part, the following described property and premises, to-wit: A certain piece or parcel of land in the 12th (formerly 24th) Civil District of Knox County, Tennessee, and bounded and described as follows: Being in the 10th Ward of the City of Knoxville, and particularly described as a parcel of land:-

BEGINNING at a stake on the west side of Seventh Street, distant in a southerly direction one hundred and twenty (120) feet from the southwest corner of Seventh Street and W. Cumberland Avenue; thence in a westerly direction on a line parallel with W. Cumberland Avenue ninety-eight (98) feet to a stake in Williams (formerly Shaw's) line; thence in a southerly direction along said Williams line and parallel with Seventh Street forty (40) feet to a stake; thence in an easterly direction on a line parallel with W. Cumberland Avenue ninety-eight (98) feet to the western line of Seventh Street; thence in a northerly direction along the western line of Seventh Street forty (40) feet to the beginning point.

Being the same property conveyed to Ellen L. Sadler by Bessie H. Moore and husband James H. Moore by warranty deed of even date herewith.

For further and more complete description and for Title, reference is here made to the following Deeds of Record in the Register's Office in and for said County and State, in Deed Book 359 Vol. Page 58; Book 262 Vol. Page 463; Book 257 Vol. Page 297; with the Hereditaments and Appurtenances thereto appertaining, hereby releasing all claim to Homestead and Dower therein. To have and to hold the said premises to the said Party of the Second Part, his heirs and assigns forever, in Trust for the purposes hereinafter set forth.

And the said Parties of the First Part, for themselves and for their heirs, executors and administrators, do hereby covenant with the said Party of the Second Part, his heirs and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, that said premises are free from all incumbrances.

and that they will forever warrant and defend the said premises and title thereto against the lawful claims of all persons whomsoever.

BUT THIS INSTRUMENT is made in trust to the party of the Second Part for the uses and purposes following, that is to say: whereas the said parties of the first part are

indebted to BESSIE H. MOORE in the sum of Fifty Two Hundred and no/100 (\$5200.00) Dollars,

evidenced by 104 promissory notes dated and due as follows: 104 notes dated March 6th, 1922 for \$ 50.00 each and one note being due on or before the 6th day of each consecutive month thereafter, beginning April 6th, 1922 until said 104 notes are paid in full with interest, and if default be made in the payment of any note or interest thereon, then all unpaid notes shall become due and payable at the option of the holder of said notes, with legal interest thereon from date until paid from date until paid, interest payable semi-annually.

NOW, THEREFORE, if the said parties of the first part, their heirs, executors or administrators shall pay to the said BESSIE H. MOORE, her agent, heirs, executors, administrators or assigns, the full amount of the indebtedness above mentioned, with interest thereon when the same shall become due and payable as set forth, and keep all the taxes on the within conveyed property paid promptly as they become due, together with insurance premiums on the buildings in such an amount as will keep them insured for the sum of not less than \$ 4500.00, in some good and solvent fire insurance company or companies, which insurance shall be properly assigned for protection of the beneficiary herein and placed in his possession, and which insurance the said party or parties of the first part hereby agrees shall be written in a company or companies designated by the beneficiary hereunder, then these presents and the estate hereby conveyed shall cease and become void. Should the party or parties of the first part fail to pay any of said taxes, or take out and keep up such insurance, the beneficiary hereunder, or the representatives or assigns of said beneficiary, may pay any such taxes and insurance premiums, and any such amounts, together with interest from the date of payment, shall be fully protected by this deed of trust, and in addition to this protection, the payment of said amounts shall not be a waiver of the right of said beneficiary, or the representatives or assigns of said beneficiary, to foreclose and enforce this deed of trust. If default be made in the payment of the above mentioned indebtedness, or any part thereof, or the interest thereon as it becomes due, or the taxes as they become due, or the said insurance premiums, then the trustee or mortgagee hereunder, or his successors, shall, at the request of the beneficiary hereunder, or the representatives or assigns of said beneficiary, after giving notice of the time and place of sale by a posted notice at the front door of the County Court House in said county at least fifteen days previous to said sale, and on the day and at the place fixed, between the hours of ten a. m. and two p. m. the said Party of the Second Part, his agent or assign, shall proceed to sell the property and premises above described and conveyed, at public auction for cash, and in bar of the right and equity of redemption, which is hereby waived and surrendered, and in bar of all homestead and dower rights; and said trustee, or mortgagee, shall apply the proceeds of such sale—First, to the payment of all costs and expenses of such sale, including a fee of ten per cent to the attorney or trustee; said

attorney or trustee fees and expenses shall become absolutely due and payable whenever foreclosure is commenced; Second, to the payment of the indebtedness above mentioned and interest thereon, and any taxes unpaid or that are a lien on the property at date of sale; Third, the surplus, if any, to be held subject to the rights of the holder of any other lien or encumbrance on said premises; if none, then to pay over same to the first party or parties, or to their order.

The said Parties of the First Part further agree..... that in case of any sale hereunder, they will at once surrender possession of the said property, and will from that moment become and be the tenants 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 such sale.

The Party of the Second Part is hereby released from the obligations imposed by statute, and it is agreed that said Party, in case of any sale of said property, shall be at liberty to bid and buy as any third person might.

Qualification and bond under the statute are hereby waived.

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

In presence of

{	<u>Ellen S. Sadler</u>	L. S.
	<u>John H. Sadler</u>	L. S.
	_____	L. S.
	_____	L. S.

STATE OF TENNESSEE } ss.
County of Knox

Personally appeared before me, _____, a Notary Public of said County and State, _____ the within named bargainer 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, this _____ day of _____ 19____

Notary Public.

STATE OF TENNESSEE } ss.
County of Knox

Personally appeared before me, Edna C. Hodges, a Notary Public of said County and State, ELLEN L. SADLER & husband JOHN H. SADLER the within named bargainors with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. And ELLEN L. SADLER, wife of the said JOHN H. SADLER, having appeared before me privately and apart from her husband, the said ELLEN L. SADLER 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 official seal at office, this 7th day of March 1922
Edna C. Hodges Notary Public.

March to 28
5.20
2.00
7.20

McMILLIN & KLEIN
INDEXED

DEED OF TRUST

ELLEN L. SADLER & Husband
TO

J. P. McMILLIN, Trustee

Register's Office,
State of Tennessee,
County of Knox.

201

Received for Record the 8 day of

March A. D. 1922

at 10:20 o'clock A. M., and recorded in

Book No. 257 Page 324

Noted in Note Book 18 Page 46

Fee, \$ 2.00 pd

James H. Capeland
Register.

I certify that the foregoing is on file in my office and is correct as shown by the books and records in my hands and possession.

MAR 8 1922 KLEIN



I declare that I am the true and lawful holder of the claim secured by the instrument within recorded and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full this 28 day

James H. Sadler
1922
Attest
Register



THIS INDENTURE, Made this 6th day of MARCH
A. D. 19 22 between BESSIE H. MOORE & husband JAMES H. MOORE

of KNOX COUNTY in the State of TENNESSEE
of the first part, and ELLEN L. SADLER

of KNOX COUNTY, TENNESSEE of the second part

WITNESSETH, That the said part 1es of the first part, for and in consideration of the sum
of Eight Hundred (\$800.00) dollars cash and other considerations

to them in hand paid by the said part y of the second part, the receipt of which is hereby acknowledged

~~and to secure the payment of said note a specific lien is hereby retained on the property here conveyed,~~ have
granted, bargained, sold, and conveyed, and do hereby grant, bargain, sell and convey unto the said
part y of the second part, the following described premises, to-wit, situate in District No. 12,
(formerly 24th) of Knox County, Tennessee and being in the 10th Ward
of the City of Knoxville, and particularly described as a parcel of
land:-

BEGINNING at a stake on the west side of Seventh Street,
distant in a southerly direction one hundred and
twenty (120) feet from the southwest corner of Seventh
Street and W. Cumberland Avenue; thence in a westerly
direction on a line parallel with W. Cumberland Ave-
nue ninety-eight (98) feet to a stake in Williams's
(formerly Shaw's) line; thence in a southerly dir-
ection along said Williams line and parallel with
Seventh Street forty (40) feet to a stake; thence
in an easterly direction on a line parallel with
W. Cumberland Avenue ninety-eight (98) feet to the
western line of Seventh Street; thence in a north-
erly direction along the western line of Seventh
Street forty (40) feet to the beginning point.

Being the same property conveyed to parties of the first part by
warranty deed dated April 17th, 1915 from Don K. Eckel (single)
as of record in Book of Deeds 262, Page 463; For further reference
as to title see also Book 257, Page 297; also Book 359, Page 58
all of said books being in the Register's Office of Knox County,
Tennessee.

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 her heirs and assigns forever.

And the said parties of the first part for themselves and for their heirs, Executors and Administrators do hereby covenant with the said party of the second part her heirs and assigns that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, that said premises are free from all incumbrances except the taxes for the year 1922 which the party of the second part hereby assumes and agrees to pay

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of

Burrie R. Moore (L. S.)
James H. Moore (L. S.)
____ (L. S.)
____ (L. S.)

STATE OF _____ }
_____ County. } SS.

Personally appeared before me _____ a Notary Public in and for said County
the within named bargainors _____
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, this _____ day of _____
A. D. Nineteen Hundred and _____

Notary Public.

STATE OF TENNESSEE }
KNOX County } SS.

Personally appeared before me Edna C. Hodges a Notary Public in and for said County
the within named bargainors BESSIE H. MOORE & husband JAMES H. MOORE

with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purpose therein
contained. And BESSIE H. MOORE wife of the said

JAMES H. MOORE having appeared before me privately and apart from her
husband, said BESSIE H. MOORE acknowledged the execution of

the said deed to have been done by her freely, voluntarily and understandingly, without compulsion or con-
straint from her said husband, and for the purposes therein expressed.

Witness my hand and official seal at office, this 6th day of MARCH
A. D. Nineteen Hundred and Twenty-Two

Edna C. Hodges
Notary Public.

PROPERTY OF JAMES H. MOORE AND BESSIE H. MOORE

Situate in the 24th Civil District of Knox County, Tennessee, and in the 10th Ward of the City of Knoxville, lying on the west side of Seventh St., beginning at a point a distance in a southerly direction from the southwest corner of Seventh Street and Cumberland Avenue, 120 ft.; thence south with Seventh Street 40 ft., and extending westwardly between parallel lines and parallel with Cumberland Street 98 ft.

O. P. TEMPLE, and wife,
CALIDONIA S. TEMPLE,

to

FANNIE J. DUNCAN, for life
with remainder to the children
of she and J. C. Duncan.

Deed dated March 8, 1884; recorded in
Book 4-A, page 465. *465*
Consideration, ~~love and affection~~ *\$1000*
Property 146 ft. on Kingston Pike, lying
in the southwest intersection of Kingston
Pike, now Cumberland and Clifton Streets,
now Seventh Street.
Said property has a depth of 200 feet.
Properly acknowledged and recorded May 10,
1884.

M. C. DUNCAN, and
J. C. DUNCAN, and
G. A. DUNCAN

to

FANNIE J. DUNCAN

Deed dated August 7, 1911; recorded in
Book 247, page 172.
Consideration \$1.00 and love and affection.
This instrument conveys a three-fourths
remainder interest in the property set
out in the above deed and recites that
J. C. Duncan is dead and left four chil-
dren, three of whom join in this deed,
the fourth, W. O. Duncan, being at this
time a minor.
Properly acknowledged; recorded Aug. 8, 1911.

MRS. FANNIE J. DUNCAN, widow,
and W. O. DUNCAN, single

to

DON K. ECKEL, Single

Deed dated November 16, 1914; recorded
in Book 257, page 297. *266 67*
Consideration ~~\$200.67~~ *\$200.66* cash and two notes
of ~~\$800.66~~ *\$800.66*, due one and two years.
Lien released by J. C. Duncan. *Fannie J. Duncan*
Property, 80 ft. on west side of Seventh
St., including the above described pro-
perty.
Properly acknowledged and recorded Novem-
ber 17, 1914.

DON K. ECKEL, Single

to

JAS. H. MOORE, and wife,
BESSIE H. MOORE.

JAMES H. MOORE

to

Bessie H. MOORE.

Deed dated April 17, 1915; recorded in
Book 262, page 463.
Consideration \$3750.00 cash. *being the*
Property as above described *northern 40 ft*
Properly acknowledged. *by 98 ft conveyed*
Recorded April 19, 1915. *to 1st party from*
Fannie J. Duncan
Book 257/297

Deed dated Nov. 4th 1921; recorded in
Book 359 page 58. Consideration love and
affection for his wife. Same property.
Properly acknowledged, Rec. Dec. 30, 1921

TRUST DEEDS

JAS. H. MOORE AND WIFE

to

Deed dated April 17, 1915.
Recorded in Book 181, page 182.
Amount \$3350.00. *Alex M & W Co*
Released November 26, 1918 by R. L. Foust.

R. L. FOUST, TRUSTEE

JAS. H. MOORE, AND WIFE

to

Deed dated May 9, 1917; recorded in
Book 208, page 340.
Amount \$300.00 *Kenneth*
Released July 9, 1917 by Haws.

D. C. WEBB, TRUSTEE

I do not attempt to warrant any title but, after a careful examination of the records, I report this title as vested in *Bessie H. Moore* *subject* alone to State and County taxes for the year 1921, which amount to \$32.78.

The recitation in the deed of M. C. Duncan and others to Fannie J. Duncan, wherein it is recited that there are only four children born to Fannie J. and J. C. Duncan, and that J. C. Duncan was at that time deceased, if this be true the title to this property is good.

The property is assessed as 807 west side Seventh Street.

March 6th, 1922.

L. A. Child

For-- McMILLIN & KLEIN