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University of Tennessee Deed (January 24, 1930)

John W. Welcker

Maud Welcker

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THIS INDENTURE made this 24th day of January, 1930 between JOHN H. WELCKER and wife MAUD WELCKER, of Knoxville, Tennessee, of the first part, & THE UNIVERSITY OF TENNESSEE, a corporation organized under the laws of the State of Tennessee, of the second part,

W I T N E S S E T H

That the said parties of the first part, for and in consideration of the sum of Forty two hundred dollars (\$4200.) cash to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed and do hereby grant, bargain, sell and convey unto the said party of the second part, the following described premises, to wit:

"Situated in the 24th civil district of Knox County, Tennessee, and in the 10th ward of the City of Knoxville, Tennessee, and being a part of lot One hundred and six and lot One hundred and seven (106 and 107) in Moffett's Addition to Knoxville, said property fronting Fifty five (55) feet on the East side of Fifteenth Street, and being more particularly described as follows:- BEGINNING at a stake in the East side of Fifteenth St., common corner to lots One hundred and five (105) and one hundred and six (106) in Moffett's Addition; thence in an Easterly direction and with the dividing line between lots One hundred and five (105) and one hundred and six (106) in Moffett's Addition, a distance of One hundred and ten (110) feet to a stake, a corner of property conveyed to second party by first parties by deed dated August 16, 1926, recorded in the Register's Office of Knox County, Tennessee, in Deed Book 438 page 285; thence in a Southerly direction and with the property of second party, a distance of Fifty five (55) feet to a stake; thence in a Westerly direction and parallel to the first line herein described a distance of One hundred and ten (110) feet to a stake in the East line of Fifteenth Street; thence in a Northerly direction and with the East line of Fifteenth St. a distance of Fifty five (55) feet to a stake the BEGINNING corner,

Being part of the property conveyed to first parties by deed from A.A.Schmid, Trustee, dated August 22, 1921, recorded in Deed Book 351 page 74 in the Register's Office of Knox County, Tennessee, to which deed reference is here made for more particular description."

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.

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, its successors 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 encumbrances, 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.

John Wilke

Maud Wilke

STATE OF TENNESSEE

KNOX COUNTY

Personally appeared before me, Y. H. Grimes
a Notary Public in and for said County, the within named
bargainors John H. Weloker and wife Maud Weloker, with whom
I am personally acquainted, and who acknowledged that they
executed the within instrument for the purposes therein con-
gained. And Maud Weloker, wife of the said John H. Weloker
having appeared before me privately and apart from her husband,
the said Maud Weloker acknowledged the execution of the said
deed to have been done by her freely, voluntarily and under-
standingly, without compulsion or constraint from her said
husband, and for the purposes therein expressed.

WITNESS my hand and official seal at office, this
28 day of January, 1930.

MY COMMISSION EXPIRES 1/10/32

Y. H. Grimes
NOTARY PUBLIC

LAW OFFICES
AYRES & BROUGHTON
EAST TENN. NAT'L. BANK BLDG.
KNOXVILLE, TENN.

JOHN A. AYRES
LEN. G. BROUGHTON, JR.
WAYNE PARKEY

January 28, 1930

University of Tennessee,
Athletic Association,
Knoxville, Tennessee

Gentlemen: Attention Professor N.W. Dougherty

As requested by you we made an investigation of the title of property #936 S. Fifteenth St., owned by John H. Welcker and wife Maud Welcker, since August 16, 1926, on which date John H. Welcker and wife conveyed the back portion of the lot to the University of Tennessee. As a result of this investigation we find the following condition as to this title:

The property is owned by John H. Welcker and wife Maud Welcker free and clear of any encumbrances except the following:

(1) Unpaid State and County taxes for 1927, 1928 and 1929, the property not having been assessed during these years.

(2) Unpaid City taxes for 1930.

(3) Unpaid State, County and City taxes for 1930.

We prepared the deed conveying the property from John H. Welcker and wife to the University of Tennessee, which deed has been duly executed and is herewith enclosed. We required John H. Welcker to pay the 1927, 1928 and 1929 State and County taxes, and likewise the 1929 City taxes, receipts for which are likewise enclosed herewith.

The Tax Assessor for the State and County advised us that the property will not be assessed for 1930 taxes, inasmuch as the property is being acquired by the University. The Tax Assessor for the City of Knoxville has refused to release the property from the payment of 1930 city taxes. Inasmuch as the property has not been assessed, it was impossible for this tax to be paid, and we have therefore required John H. Welcker to issue check payable to the University of Tennessee, for \$65.00, which we have had certified by the East Tennessee National Bank. We gave Welcker a receipt in accordance with the wording enclosed herewith. In other words, if you are able to get the property released from 1930 taxes, the check is to be returned to Welcker, otherwise, same is to be cashed and the taxes paid from the proceeds.

A statement for our services is herewith enclosed.

Yours very truly,

Ayres & Broughton

LAW OFFICES

AYRES & BROUGHTON
EAST TENN. NAT'L BANK BLDG.
KNOXVILLE, TENN.

JOHN A. AYRES
LEO G. BROUGHTON, JR.

August 23, 1926.

University of Tennessee,
Knoxville, Tenn

Gentlemen: Attention Mr. Morris

We enclose herewith deed from John Welcker and wife to University of Tennessee, which we have had placed of record in the Register's Office of Knox County, Tennessee.

We have likewise seen that the mortgage against this property, reported by Mr. McDermott in his investigation of the title, has been paid off to the Holston National Bank, and the lien against the property has been released.

Enclosed find statement for our services in preparing the deed and for expense incurred by us in having same recorded.

Yours very truly,

JAA:G
ENCLS.

Ayres & Broughton

THIS INDENTURE, made this 16th day of August
A. D. 1926 between John H. Weloker and wife Maud Weloker

of Knoxville in the State of Tennessee
of the first part, and University of Tennessee, a corporation organized
under the laws of the State of Tennessee
of Knoxville, Knox County, Tennessee of the second part

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum
of Eight Hundred (\$800.00) Dollars cash

to them in hand paid by the said part 2nd of the second part, the receipt of which is hereby
acknowledged

~~and to receive the payment of said note as specific lien is hereby retained on the property here con-~~
~~veyed~~ have granted, bargained, sold, and conveyed, and do hereby grant, bargain,
sell and convey unto the said part 2nd of the second part, the following described premises, to-wit:
situate in District No. 24 of Knox County, Tennessee, and in the 10th Ward
of the City of Knoxville, Tennessee, and being a portion of lots 106
and 107 in Moffett's Addition to Knoxville, Tennessee, and being more
particularly described as follows: BEGINNING in the North line of
lot 106 of Moffett's Addition, said stake being One Hundred and Ten
(110) feet East of the East line of Fifteenth St. (formerly South
Seventh St.); thence continuing with the North line of lot 106 in
said Addition, a distance of Thirty (30) feet; thence in a Southerly
direction and parallel to Fifteenth St. a distance of Fifty-five (55)
feet more or less to a stake; thence in a Westerly direction and
parallel with the first line herein described, a distance of Thirty
(30) feet to a stake, said stake being One Hundred and Ten (110) feet
East of the East line of Fifteenth St.; thence in a Northerly direction
a distance of Fifty-five (55) feet more or less to a stake, the
beginning corner, and being a part of the same property conveyed to
parties of the first part by deed dated August 22, 1921 from A. A.
Schmid, said deed being recorded in the Register's Office of Knox
County, Tennessee, in deed book 351 page 74, to which deed reference

is made for more particular description

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 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 part y of the second part its 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 parties 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

John H. Welcker (L. S.)
Maud Welcker (L. S.)
(L. S.)
(L. S.)

STATE OF _____ }
County. } SS.

Personally appeared before me _____ a Notary Public in and for said County
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 _____ }
County. } SS.

Personally appeared before me John A. Ayres a Notary Public in and for said County
the within named bargainors John H. Welcker and wife Maud Welcker

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

John H. Welcker having appeared before me privately and apart from her
husband, said Maud Welcker 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 expressed.

Witness my hand and official seal at office, this 18 day of August
A. D. Nineteen Hundred and twenty-six.

John A. Ayres
Notary Public

My Commission expires the 10 day of Jan, 1928.

STATE OF _____ }
County. } SS.

I, _____ Clerk of the _____ Court in and for the County and State aforesaid, the
same being a court of record having a seal, do hereby certify that _____ by and before
whom the foregoing acknowledgment was taken, was at the time of taking the same, a Notary Public residing in said County
and was duly authorized by the laws of said state to take and certify acknowledgment or proofs of deeds of lands in said
state. And further, that I am well acquainted with the handwriting of said _____ and
that I verily believe that the signature to said certificate of acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court this, the
_____ day of _____ A. D. Nineteen Hundred and _____

Clerk.