



University of Tennessee, Knoxville

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Land Grants and Deeds to the University,  
1795-21st Century

University Archives

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11-12-1930

### University of Tennessee (November 12, 1930)

Alfred F. Chestnut

Della T. Chestnut

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Chestnut, Alfred F. and Chestnut, Della T., "University of Tennessee (November 12, 1930)" (1930). *Land Grants and Deeds to the University, 1795-21st Century*.  
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STATE OF \_\_\_\_\_ }  
\_\_\_\_\_ County } SS.

Personally appeared before me \_\_\_\_\_ a Notary Public in and for said County  
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, this \_\_\_\_\_ day of \_\_\_\_\_  
A. D. Nineteen Hundred and \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF **Tennessee** }  
**Knox** County } SS.

Personally appeared before me **R. B. Clemens** a Notary Public in and for said County  
the within named bargainors **Alfred F. Chestnut, and wife Della T. Chestnut**

with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes  
therein contained. And **Della T. Chestnut** wife of the said

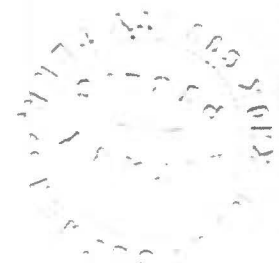
**Alfred F. Chestnut** having appeared before me privately and apart from her  
husband, said **Della T. Chestnut** acknowledged the execution of

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 **12th.** day of **November**  
A. D. Nineteen Hundred and **Thirty**

*R. B. Clemens*  
\_\_\_\_\_  
Notary Public

*My commission expires July 14, 1931*



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 parties of the second part, **their** 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 parties of the second part **their** 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 **s** and seal **s** the day and year first above written.

Signed, sealed and delivered in presence of

*Alfred F. Chestnut* (L. S.)  
*Wella T. Chestnut* (L. S.)  
\_\_\_\_\_  
\_\_\_\_\_ (L. S.)

THIS INDENTURE, made this 12th. day of November

A. D. 1930 between Alfred F. Chestnut and wife, Della T. Chestnut

of Knox County in the State of Tennessee

of the first part, and The University of Tennessee, a corporation organized under the laws of the State of Tennessee.

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 One Dollar and exchange of property

to them in hand paid by the said part 1es of the second part, the receipt of which is hereby acknowledged

~~THE UNIVERSITY OF TENNESSEE, a corporation organized under the laws of the State of Tennessee, do hereby grant, bargain, sell and convey unto the~~  
ha ve granted, bargained, sold, conveyed, and do hereby grant, bargain, sell and convey unto the  
said part 1es of the second part, the following described premises, to-wit, situate in District No. 24th.

formerly 12th. Civil District of Knox County, Tenn., and in the 10th. Ward of the City of Knoxville, and being more particularly bounded and described as follows: BEGINNING at a stake in the East line of South Fifteenth Str. (formerly Seventh Str) said stake being fifty five (55) feet South from the Northwest corner of lot #106 of Moffett's Addition to Knoxville, as shown by map of said addition of record in the Register's Office of Knox County, Tennessee, said stake being a common corner to property of Alfred Chestnut and University of Tennessee; thence in an Easterly direction and with the property of University of Tennessee a distance of one hundred fifteen (115) feet to a stake; thence in a Southerly direction and parallel with South Fifteenth Street, and with other property of University of Tennessee, a distance of fifty (50) feet to a stake; thence in a Westerly direction and parallel to the first line herein described a distance of one hundred fifteen (115) feet to a stake in the East line of South Fifteenth Street; thence in a Northerly direction and with the East line of South Fifteenth Str., a distance of fifty (50) feet to a stake the BEGINNING corner and being all of the property now owned by Alfred Chestnut, fronting on South Fifteenth Str., and being a part of the same property conveyed to Alfred Chestnut by deed from Ed C. Schmid and W. E. McClamroch, Jr. by deed dated May 15, 1923 recorded in Deed Book 375, page 201, in the Register's Office of Knox County, Tennessee, to which deed reference is here made.



THIS INDENTURE, made this 28th day of August  
A. D. 1926 between Alfred Chestnut and wife Della Chestnut

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

of Knoxville, Tennessee of the second part

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum  
of FIVE HUNDRED DOLLARS (\$500.00) CASH-----

to them in hand paid by the said part 2d 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 con-~~  
~~veyed, ha~~ VE granted, bargained, sold, and conveyed, and do hereby grant, bargain,  
sell and convey unto the said part 2d of the second part, the following described premises, to-wit:  
situate in District No.

Twelve of Knox County, Tennessee and in the 10th ward of the City of  
Knoxville, Tennessee, and being a part of lot #107 in Moffet's Addition  
to Knoxville, Tennessee, said property being more particularly described  
as follows: Beginning at a point in a line running East from South  
Seventh St. and parallel to the South line of lot #106 in Moffet's  
Addition, said point being one hundred fifteen (115) feet from the  
Southwest corner of said lot #106 in Moffet's Addition, and being  
five (5) feet South of a stake in the South line of said lot #106 in  
Moffet's Addition; thence Eastwardly and at right angles to South  
Seventh St. twenty five (25) feet to a stake; thence Southwardly  
and parallel to S. Seventh St. twenty (20) feet to a stake; thence in  
a westerly direction and at right angles to S. Seventh St. twenty five  
(25) feet to a stake; thence in a Northerly direction and parallel to  
S. Seventh St. twenty (20) feet to the point of beginning, said boundary  
forming a lot 20 x 25 feet and is ~~in~~ the rear of a lot owned by the  
grantor East of S. Seventh St. For further reference and more par-  
ticular description see Deed Book 375 page 201

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 it's <sup>successors</sup> 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 it's 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 ha ve hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

Alfred Chestnut (L. S.)  
Della Chestnut (L. S.)  
\_\_\_\_ (L. S.)  
\_\_\_\_ (L. S.)

STATE OF Tennessee }  
Knox County. } ss.

Personally appeared before me \_\_\_\_\_ a Notary Public in and for said County  
the within named bargainors A  
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 Wayne Parkey a Notary Public in and for said County  
the within named bargainors Alfred Chestnut and wife Della Chestnut

with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purpose  
therein contained. And Della Chestnut wife of the said  
Alfred Chestnut having appeared before me privately and apart from her  
husband, said Della Chestnut 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 28th day of August  
A. D. Nineteen Hundred and Twenty six

Wayne A. Parkey  
Notary Public

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.

This Indenture, Made this 30th day of March 1929  
between Alfred Chestnut and wife Della Chestnut  
of the County of Knox

and State of Tennessee, of the First part, and

A. G. Wilson

, Trustee, of 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 matters herein recited, 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 property and premises,

to-wit: A certain piece or parcel of land in the Twelfth

Civil District of Knox County, Tennessee, and bounded and described as follows:

Beginning at a stake on the East line of South Seventh Street  
fifty-five (55) feet South from the Northwest corner of Lot No. 106  
in Moffett's Addition to Knoxville, Tennessee; thence Southwardly  
along said Seventh Street fifty (50) feet to a stake; thence East-  
wardly at right angles to Seventh Street one hundred and fifteen (115)  
feet to a stake; thence Northwardly and parallel with Seventh Street  
thirty (30) feet to a stake; thence East and at right angles to said  
Seventh Street twenty feet to a stake; thence in a Westerly direction  
on a line at right angles to Seventh Street one hundred and forty  
feet to the beginning.

Being the same property conveyed to A. A. Schmid by Charles  
A. Perkins, Trustee by deed dated March 26, 1923 of record in Deed  
Book 369, page 100, Register's Office of Knox County, Tennessee.

Also the same property conveyed to first parties by deed  
from Ed. C. Schmid and W. E. McClamroch, Jr dated May 15, 1923  
and recorded in Book 375 page 201 Register's Office of Knox  
County, Tennessee.



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 \_\_\_\_\_, Vol. \_\_\_\_\_ Page \_\_\_\_\_; Book \_\_\_\_\_, Vol. \_\_\_\_\_, Page \_\_\_\_\_; Book \_\_\_\_\_, Vol. \_\_\_\_\_ Page \_\_\_\_\_; 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 Part ies 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

\_\_\_\_\_ truly and justly indebted to Alex McMillan Company in the sum of One thousand and no/100 (\$ 1,000.00 ) Dollars, evidenced by one promissory note dated as follows:

One note for \$1000.00 dated March 30, 1929, due one year after date

\_\_\_\_\_ with legal interest thereon from date until paid, interest payable semi-annually. Each of said notes provides that if default is made in the payment of principal or interest, and it is placed in the hand of an attorney at law for collection, ten per cent attorney's fees will be added thereto; and it is hereby agreed that said attorney's fees, or a fee of like amount, to be paid the trustee, if the notes are not placed in the hands of an attorney, but collection is made by foreclosure hereof, shall be secured by this instrument.

It is further agreed that if second party or the holder of the indebtedness secured hereby, is made a party to any lawsuit brought against first party or parties or those claiming by, through, or under them, said second party and the holder or holders of the indebtedness secured hereby shall have the right to employ an attorney to represent them, and first parties will pay them a reasonable attorney's fee therefor, which shall also be secured by this instrument.

Now, Therefore, if the said parties of the first part, their heirs, executors, or administrators, shall pay to the said Alex McMillan Company, their 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 \$ 1,000.00 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 be comes due, or the taxes as they become due, or the said insurance premiums, or if litigation arises involving the property herein described, or necessitating the employment of an attorney, then the entire indebtedness shall, at the option of the holder thereof, be declared due and 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; which fee shall become absolutely due and payable whenever said indebtedness, or any part thereof, is placed in the hands of an attorney at law for collection, or foreclosure is commenced under this instrument by the trustee, as the case may be; Second, to the payment of the indebtedness above mentioned and interest thereon, and any taxes or insurance premiums unpaid, or that are a lien upon the property at the date of sale, or that have been paid by the beneficiary hereunder or the holder of the indebtedness secured hereby; Third, the surplus, if any, shall be paid to first part 198 or order.

The said Part 198 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 tenant S 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.

Qualifications and bond under the statute are hereby waived.

In Witness Whereof, the said Part 198 of the First Part ha ve hereunto set their hand S and seal S the day and year first above written.

In presence of

Alfred Chestnut L. S.  
Della Chestnut L. S.  
\_\_\_\_\_  
\_\_\_\_\_  
L. S.  
L. S.

STATE OF TENNESSEE } ss.  
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 \_\_\_\_\_ 192\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_ 192\_\_\_\_\_.

STATE OF TENNESSEE, } ss.  
County of Knox

Personally appeared before me J. M. Hickey, a Notary Public in and for said County and State, Alfred Chestnut and wife Della Chestnut

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 Della Chestnut wife of the said Alfred Chestnut

having appeared before me privately and apart from her said husband, the said Della Chestnut 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 in Knox County, this 15th day of April 1929.

My commission expires April 9th, 1929.

J. M. Hickey Notary Public

This Indenture, Made this 5th day of April 1928  
between Alfred Chestnut and wife, Della Chestnut  
of the County of Knox  
and State of Tennessee, of the First Part, and Edythe Cox  
Trustee of the County of Knox and State of  
Tennessee of the Second Part,

WITNESSETH: That the said Parties of the First Part, for and in consideration of the sum of one dollar and the matters herein recited, 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 property and premises, to-wit:  
A certain piece or parcel of land in the Twelfth

Civil District of Knox County, Tennessee, and bounded and described as follows:

Beginning at a stake on the East line of South Seventh Street, fifty-five feet South from the Northeast corner of Lot No. 106 in Moffet's Addition to Knoxville, Tennessee; thence Southwardly along said Seventh Street fronting fifty (50) feet on the said Street, and running back One Hundred and Fifteen (115) feet between parallel lines.



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....., Vol..... Page.....; Book....., Vol....., Page.....; Book....., Vol..... Page.....; 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 except certain obligations due Alex McMillan Company and Knoxville Realty & Mortgage Company under recorded trust deed.

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 Alfred Chestnut and wife Della Chestnut are truly and justly indebted to Lila Thomas in the sum of Seventy-Five and no/100 (\$ 75.00 ) Dollars, evidenced by a series of promissory notes numbered from..... to ..... inclusive, dated and due as follows:

**One note for Seventy-Five (\$75.00), dated April 5, 1928, and due six months after date**

each note bearing legal interest thereon from date until paid, interest payable ..... If default is made in the payment of any note or interest thereon, then all unpaid notes shall immediately become due and payable, at the option of the holder of said notes. Each of said notes provides that if default is made in the payment of principal or interest, and it is placed in the hand of an attorney at law for collection, ten per cent attorney's fees will be added thereto; and it is hereby agreed that said attorney's fees, or a fee of like amount, to be paid the trustee, if the notes are not placed in the hands of an attorney, but collection is made by foreclosure hereof, shall be secured by this instrument.

It is also further agreed that if second party or the holder of the indebtedness secured hereby, is made a party to any lawsuit brought against first party or parties or those claiming by, through, or under them, said second party and the holder or holders of the indebtedness secured hereby shall have the right to employ an attorney to represent them, and first parties will pay them a reasonable attorney's fee therefor, which shall also be secured by this instrument.

Now, Therefore, if the said Alfred Chestnut heirs, executors, or administrators, shall pay to the said Lila Thomas 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 \$..... 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 agree 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 pay 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 beneficiary, or his 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, or if litigation arises involving the property herein described, or necessitating the employment of an attorney, then the entire indebtedness shall, at the option of the holder thereof, be declared due and 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; which fee shall become absolutely due and payable whenever said indebtedness, or any part thereof, is placed in the hands of an attorney at law for collection or foreclosure is commenced under this instrument by the trustee, as the case may be; Second, to the payment of the indebtedness above mentioned and interest thereon, and any taxes or insurance premiums unpaid, or that are a lien upon the property at the date of sale, or that have been paid by the beneficiary hereunder or the holder of the indebtedness secured hereby; Third, the surplus, if any, shall be paid to the first party ~~ies~~ or order.

The said Party ~~ies~~ 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 tenant ~~at~~ 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.

Qualifications and bond under the statute are hereby waived.

In Witness Whereof, the said Party ~~ies~~ of the First Part have ~~ve~~ hereunto set ~~their~~ hand ~~s~~ and seal ~~s~~ the day and year first above written.

In presence of

*Alfred Chestnut* L. S.  
*Della Chestnut* L. S.  
\_\_\_\_\_  
\_\_\_\_\_ L. S.  
\_\_\_\_\_ L. S.

STATE OF TENNESSEE, }  
County of Knox } ss.

Personally appeared before me, \_\_\_\_\_, a Notary Public in and for 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, in \_\_\_\_\_ County, this \_\_\_\_\_ day of \_\_\_\_\_ 192\_\_\_\_\_

\_\_\_\_\_  
Notary Public.

STATE OF TENNESSEE, }  
County of Knox } ss.

Personally appeared before me, Leon Jourolmon, Jr., a Notary Public in and for said County and State Alfred Chestnut and wife, Della Chestnut

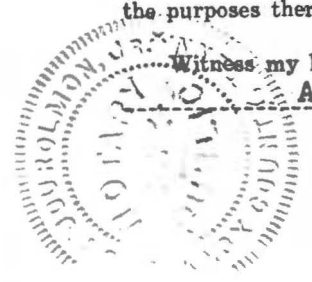
the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. And Della Chestnut wife of the said Alfred Chestnut

having appeared before me privately and apart from her said husband, the said Della Chestnut acknowledged the execution of said Deed to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint from her husband, and for the purposes therein expressed.

Witness my hand and official seal at office, in Knox County, this 5th day of April 1928.

*Leon Jourolmon, Jr.*  
\_\_\_\_\_  
Notary Public.

*My com. expires Oct. 11, 1930.*



This Indenture, Made this 31st day of December, 19226  
 between Alfred Chestnut and wife Della Chestnut,  
 \_\_\_\_\_ of the County of Knox  
 and State of Tennessee, of the First Part, and Dan J. Kelley,  
 \_\_\_\_\_, Trustee of 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 matters herein recited, ~~has~~ 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 Twelfth (12th)

Civil District of Knox County, Tennessee, and bounded and described as follows:

Beginning at a stake on the east line of South Seventh Street, 55 feet south from the northwest corner of lot No. 106 in Moffett's Addition to Knoxville, Tennessee; thence southwardly along said Seventh Street, 50 feet to a stake; thence eastwardly at right angles to Seventh Street, 115 feet to a stake; thence northwardly and parallel with Seventh Street, 30 feet to a stake; thence east at right angles to Seventh Street 25 feet to a stake; thence north and parallel with Seventh Street 20 feet to a stake; thence in a westerly direction on a line at right angles to Seventh Street, 140 feet to the beginning, - being the same property conveyed to the first parties hereto by Ed. C. Schmid et al, by deed dated May 15th, 1923, of record in the Register's Office of Knox County, Tennessee, in deed book No. 375, page 201, - excepting however from the above described property a tract conveyed to the University of Tennessee, by the first parties hereto, of record in the Register's Office of Knox County, Tennessee, in deed book 438, page 317, -



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 excepting a trust deed to A. A. Schmid, Trustee, to secure a note for \$1000.00 to Alex McMillan Co. dated March 30th, 1923, due in one year, of record in trust book No. 293, page 302.

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 Alfred Chestnut and Della Chestnut are

truly and justly  
indebted to Realty Mortgage & Loan Company, in the sum of  
Nine Hundred and Eighty-Five and no/100 ----- (\$ 985.00 ) Dollars,

evidenced by 36 promissory notes 8 dated and due as follows: Each of said notes dated December 31, 1926, No. from 1 to 36 inclusive, notes No. 1 to 35 inclusive being for \$27.00 each, and note No. 36 for \$40.00, bearing interest from date, payable monthly, note No. 1, of said series being due on or before January 31st, 1927; and an additional note of said series, in the numerical order thereof being due on or before the 31st day of each and every month thereafter until all of said notes, with interest from date, are thus paid, and to secure the payment of said notes, according to the tenor and effect of the face thereof, this instrument is executed,

~~interest thereon from date until paid, interest payable semi-annually~~ Each of said notes provides that if default is made in the payment of principal or interest, and it is placed in the hand of an attorney at law for collection, ten per cent attorney's fees will be added thereto; and it is hereby agreed that said attorney's fees, or a fee of like amount, to be paid the trustee, if the notes are not placed in the hands of an attorney, but collection is made by foreclosure hereof, shall be secured by this instrument.

It is also further agreed that if second party or the holder of the indebtedness secured hereby, is made a party to any lawsuit brought against first party or parties or those claiming by, through, or under them, said second party and the holder or holders of the indebtedness secured hereby shall have the right to employ an attorney to represent them, and first parties will pay them a reasonable attorney's fee therefor, which shall also be secured by this instrument.

Now, Therefore, if the said Alfred Chestnut and Della Chestnut, their heirs, executors, or administrators, shall pay to the said Realty Mortgage & Loan Company, its ~~successors~~ 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 \$985.00 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, or if litigation arises involving the property herein described, or necessitating the employment of an attorney, then the entire indebtedness shall, at the option of the holder thereof, be declared due and 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; which fee shall become absolutely due and payable whenever said indebtedness, or any part thereof, is placed in the hands of an attorney at law for collection, or foreclosure is commenced under this instrument by the trustee, as the case may be; Second, to the payment of the indebtedness above mentioned and interest thereon, and any taxes or insurance premiums unpaid, or that are a lien upon the property at the date of sale, or that have been paid by the beneficiary hereunder or the holder of the indebtedness secured hereby; Third, the surplus, if any, shall be paid to the first parties or 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.

Qualifications 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

Alfred Chestnut L. S.  
Della Chestnut L. S.  
\_\_\_\_\_  
\_\_\_\_\_  
L. S.  
L. S.

STATE OF TENNESSEE, } ss.  
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 \_\_\_\_\_ 192\_\_\_\_\_.

\_\_\_\_\_  
Notary Public.

STATE OF TENNESSEE, } ss.  
County of Knox

Personally appeared before me, A. E. Mitchell, a Notary Public in and for said County and State, Alfred Chestnut and wife Della Chestnut,

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 Della Chestnut, wife of the said Alfred Chestnut,

having appeared before me privately and apart from her said husband, the said Della Chestnut, 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, in Knox County, this 3 day of Jan 1927.

A. E. Mitchell Notary Public.

My commission expires: Apr 1 - 1928

TRUST DEED—REALTOR'S FORM.

This Indenture, Made this 26th day of September, 1929  
between Alfred Chestnut and wife Della Chestnut  
..... of the County of Knox  
and State of Tennessee, of the First Part, and T. G. Brown  
..... Trustee of the County of Knox and State of  
Tennessee of the Second Part.

WITNESSETH: That the said Part ies of the First Part, for and in consideration of the sum of one dollar and the matters 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 twelfth  
Civil District of Knox County, Tennessee, and bounded and described as follows:

**Beginning at a stake on the East line of South Seventh (now 15th) St., fifty five feet South from the Northwest corner of lot no. 106 in Meffet's Addition to Knoxville, Tennessee; thence Southwardly along said Seventh St. fifty (50) feet to a stake; thence Eastwardly at right angles to Seventh (now 15th) St. one hundred fifteen (115) feet to a stake; thence Northwardly and parallel with Seventh St. thirty (30) feet to a stake; thence East at right angles to Seventh (now 15th) St. twenty (20) feet to a stake; thence in a Westerly direction on a line at right angles to Seventh (now 15th) St. one hundred forty (140) feet to the beginning. Being the same property conveyed to Alfred Chestnut by deed from Ed. C. Schmid and W.E.McClamrech, Jr. dated May 15, 1923, and recorded in Deed Book 375 page 20, in the Register's Office of Knox County, Tenn.**



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....., Vol..... Page.....; Book....., Vol..... Page.....; Book....., Vol.....

Page.....; 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 Part <sup>ies</sup> of the First Part, for themselves and for their heir, 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 except trust deed executed by first parties on March 30, 1929, recorded in Trust Book 445 page 219, securing Alex McMillan Co. for \$1,000.00 evidenced by note of even date due one yr. from date

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 Alfred Chestnut and wife Della Chestnut

are truly and justly indebted to Central Finance & Trust Co. in the sum of ONE THOUSAND FORTY FIVE-----44/100 (\$ 1045.44) Dollars,

evidenced by ~~Central Finance & Trust Co. Note for \$1045.44 dated Sept. 26, 1929 and payable in monthly installments of \$29.04 each, the first installment being due on Oct. 26, 1929 and thereafter, one installment of \$29.04 being due on the 26th day of each succeeding month until the full amount is paid~~

installment of said installments  
~~each note bearing legal interest thereon from date until paid, interest payable~~  
If default is made in the payment of any note or interest thereon, then all unpaid notes shall immediately become due and payable, at the option of the holder of said notes. Each of said notes provides that if default is made in the payment of principal or interest, and it is placed in the hand of an attorney at law for collection, ten per cent attorney's fees will be added thereto; and it is hereby agreed that said attorney's fees, or a fee of like amount, to be paid the trustee, if the notes are not placed in the hands of an attorney, but collection is made by foreclosure hereof, shall be secured by this instrument.

It is also further agreed that if second party or the holder of the indebtedness secured hereby, is made a party to any lawsuit brought against first party or parties or those claiming by, through, or under them, said second party and the holder or holders of the indebtedness secured hereby shall have the right to employ an attorney to represent them, and first parties will pay them a reasonable attorney's fee therefor, which shall also be secured by this instrument.

Now, Therefore, if the said Alfred Chestnut and wife Della Chestnut, their

heirs, executors, or administrators, shall pay to the said Central Finance & Trust Co. its 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 \$ 1800.00 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 agree 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 pay 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 beneficiary, or his 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, or if litigation arises involving the property herein described, or necessitating the employment of an attorney, then the entire indebtedness shall, at the option of the holder thereof, be declared due and 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; which fee shall become absolutely due and payable whenever said indebtedness, or any part thereof, is placed in the hands of an attorney at law for collection or foreclosure is commenced under this instrument by the trustee, as the case may be; Second, to the payment of the indebtedness above mentioned and interest thereon, and any taxes or insurance premiums unpaid, or that are a lien upon the property at the date of sale, or that have been paid by the beneficiary hereunder or the holder

of the indebtedness secured hereby; Third, the surplus, if any, shall be paid to the first parties or 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 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 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.

Qualifications and bond under the statute are hereby waived.

In Witness Whereof, the said Parties of the First Part have hereunder set their hand.....and seal.....the day and year first above written.

In presence of

Alfred Chestnut L. S.  
Della Chestnut L. S.  
L. S.  
L. S.

STATE OF TENNESSEE, } ss.  
County of Knox

Personally appeared before me,....., a Notary Public in and for 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, in.....County, this.....day of....., 192.....

.....Notary Public.

STATE OF TENNESSEE, } ss.  
County of Knox

Personally appeared before me, Ernest C. Brown, a Notary Public in and for said County and State Alfred Chestnut and wife Della Chestnut

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 Della Chestnut wife of the said Alfred Chestnut

having appeared before me privately and apart from her said husband, the said Della Chestnut

acknowledged the execution of said Deed to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint from her husband, and for the purposes therein expressed.

Witness my hand and official seal at office, in Knox County, this 28th day of September, 1929

Ernest C. Brown Notary Public.

MY COM. EXPIRES 4/10/30

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

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

Sept. 7, 1926.

University of Tennessee,  
Knoxville, Tennessee.

Gentlemen: Attention Mr. Morris

We enclose you herewith deed from Alfred Chestnut and wife to the University of Tennessee, for that portion of the property owned by said parties, which was purchased by the University. We have had this deed properly placed of record in the Register's Office of Knox County, Tennessee.

Prior to our closing this transaction, we made an investigation of the title of the property, and as a result of this investigation found that there were two trust deeds against the property, one in favor of Alex. McMillan Co. which was recorded in Trust Book 293 page 302, in the Register's Office of Knox County, Tenn. and given to secure Alex. McMillan Co. in the sum of \$1,000.00. The other trust deed was recorded in Trust Book 296 page 74 and was given to secure an indebtedness to Ed. C. Schmid and W.E. McClemrock, Jr. in the sum of \$1250.00.

We have caused the property conveyed to the University by this deed, to be released from the lien of the two above trust deeds, Alex. McMillan Co. having made the first release and the release as to the latter trust deed having been made by Dooley Gillespie Co., who are now the holders of the note. We have likewise seen that 1926 City taxes against the property were paid.

Enclosed find statement of expense incurred by us and statement for our services in handling this transaction.

Yours very truly,

JAA:G  
ENCLS.

*Ayres & Broughton*