



University of Tennessee, Knoxville

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1795-21st Century

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10-11-1920

University of Tennessee Deed (October 11, 1920)

Lucy C. Rodgers

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CHAS. M. RODGERS
AGENT FOR
PHOENIX MUTUAL LIFE INS. CO.
AND
WHITE ESTATE
810-811 HOLSTON NATIONAL BANK BUILDING
NEW PHONE 2135

KNOXVILLE, - TENN.

Oct. 16th, 1923.

Mr. T.D.Morris Treas.,
University of Tennessee.

Dear Sir:-

I wish to advise you that I have today made a full release on the books at the Court House showing that all notes given in part payment of Rodgers Homestead have been satisfied.

Yours very truly,

Chas. M. Rodgers
agf

Knoxville, Tennessee,

January 9, 1920

For and in consideration of One (\$1.00) Dollar to us in hand paid by the Trustees of the University of Tennessee, receipt of which is hereby acknowledged, we, the undersigned, hereby give and grant to said Trustees the right to purchase for University purposes only, within sixty days from this date, that certain block of land, and improvements thereon, known as the Thomas Rodgers homestead, situated in the Tenth Ward of the City of Knoxville, Tennessee, and bounded by West Cumberland Avenue, White Avenue, Fourth ~~and Fifth Avenues, and the City of Knoxville~~ (\$20,000.00) Dollars, to be paid Ten Thousand (\$10,000.00) Dollars cash, and the balance in three yearly payments of Ten Thousand (\$10,000.00) Dollars each.

We agree that if said Trustees shall within sixty (60) days from date give us written notice of their desire to accept this option, we will make and deliver to them, or to a person designated by them, a good warranty deed for said property, to be free of all incumbrances except taxes for 1920 and a lien retained to secure payment of the purchase money, upon their paying us Ten Thousand (\$10,000.00) dollars cash and giving to us their three promissory notes for Ten Thousand (\$10,000.00) Dollars cash, payable in one, two and three years, respectively, with interest from date payable semi-annually; said notes to be secured by a lien retained upon the property conveyed. This agreement and option is given, however, subject to the conditions that the Chancery Court shall, upon bill filed by us, sanction said sale in behalf of James Rodgers, who is mentally incapable of executing this option or a deed to his interest in said property.

Leslie G. Rodgers,

Flora E. Booth

D. W. Rodgers

Margaret Rodgers Dell

Cowan Rodgers,

Chas. M. Rodgers

3837

CITY NATIONAL BANK

WES. SHIELDS, President
EDWARD HENEGAR, Vice Pres.
R.E. MOONEY, Vice Pres.

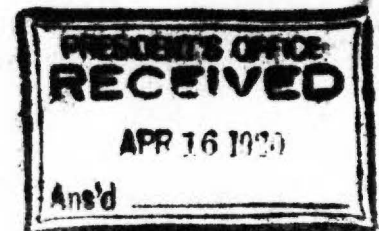
UNITED STATES DEPOSITORY

CAPITAL \$ 500,000.00

SURPLUS & PROFITS \$ 250,000.00

F.E. HAUN, Cashier.
GEO. L. OGDIN, Asst. Cashr.
CHAS. C. BURKHART, Asst. Cashr.
THOS. L. TRENT, Mgr. Sav. Dept.

Knoxville, Tennessee April 15th, 1920.



Dr. H. A. Morgan, President,
University of Tennessee,
Knoxville, Tennessee.

Dear Dr. Morgan:-

Please find enclosed the copy of the contract with the Rodgers family for the property we purchased from them, which you can place in your files until the deed is made to the University.

Yours truly,

W. S. Shields

(Enclosure)

March 9th, 1920.

Whereas, on January 9th, 1920, the undersigned executed a paper, giving to the trustees of the University of Tennessee, in Knoxville, the option to purchase, within sixty days from that date, the property known as the Thos. Rodgers homestead, situated in the tenth ward of the City of Knoxville, Tennessee, and bounded by West Cumberland Avenue, White Avenue, Fourth Street and Fifth Street, for the sum of Forty Thousand Dollars (\$40,000.00) to be paid Ten Thousand Dollars (\$10,000.00) cash and the balance in three yearly payments of Ten Thousand Dollars (\$10,000.00) each.

We, the undersigned, acknowledge notice from said trustees that the University of Tennessee does exercise its option to purchase said property and we have agreed to convey the same to the said University upon the following terms:

We are to remain in possession of said property for a period not to exceed twelve months from this date, but are to have the privilege of giving to the said University of Tennessee possession of the property at any time within the period of twelve months, and we are to accept in payment for the said property, when possession is given, Ten Thousand Dollars (\$10,000.00) in cash, and three notes for Ten Thousand Dollars (\$10,000.00) each, made by the University of Tennessee to the undersigned, payable on or before one, two and three years respectively, with interest from date, payable semi-annually, and a lien on said property is to be retained to secure the payment of the three said notes.

We are to have prepared a deed to be approved by the executive committee of the Board of Trustees of the University, and deliver the same to the City National Bank of Knoxville, to be held in escrow, and the said University of Tennessee is, at the same time, to place with the City National Bank its check for Ten Thousand Dollars (\$10,000.00) and its notes, as above stipulated.

When we are ready to deliver possession of the property to the University, within the period of time named above, the said bank is to deliver to us the check and the notes, as stated

above, and is to deliver to the University of Tennessee the deed which we have executed for the property.

This contract is executed in duplicate and, being signed by the parties selling and conveying the property, and by the University of Tennessee, through its president, H. A. Morgan, is to be considered a contract for the sale and purchase of the property by the parties signing.

University of Tennessee
H. A. Morgan
President

Lucio G. Rodgers

Chas. M. Rodgers

D. W. Rodgers

Saman Rodgers

Margaret Rodgers Doel
John Doel

Flora Rodgers Booth
H. W. Booth



THIS INDENTURE, made this the 11th day of October, 1920, by and between Lucie G. Rodgers, widow, Charles M. Rodgers, single, individually, and as the regular guardian to James C. Rodgers, Cowan Rodgers, D. W. Rodgers, Margaret Rodgers Doll and husband George Doll, and Flora Rodgers Booth and husband H. W. Booth, all of Knoxville, Tennessee, hereinafter designated as parties of the first part, and The University of Tennessee, a corporation created and existing under and by virtue of the laws of Tennessee, and having its principal place of business in Knoxville, Tenn., hereinafter called party of the second part,

WITNESSETH, That, pursuant to the decree of the Chancery Court of Knox County, Tennessee, pronounced in the cause of Lucie G. Rodgers, et al, vs. James C. Rodgers, et al, No. 17323 on the rule docket of said Court, said decree having been entered on May 1st, 1920, in Minute Book No. 74, at page 202 et seq., and in consideration of the sum of \$40,000.00, whereof the sum of \$10,000.00 has been paid in cash by party of the second part to parties of the first part, receipt whereof is hereby acknowledged, and the remaining sum of Thirty Thousand (\$30,000.00) Dollars being evidenced by four promissory notes, of even date herewith, executed by party of the second part, the first note for \$10,000.00 being payable to the order of Charles M. Rodgers, Agent, on or before one year after date, the second note, for \$10,000.00, being payable to the order of Charles M. Rodgers, Agent, on or before two years after date, the third note, for \$5,654.07, being payable to the order of Charles M. Rodgers, Agent, on or before three years after date, and the fourth note, for \$4,345.93, being payable to the order of James C. Rodgers, on or before three years after date, all said notes providing for interest from date, payable semi-

annually, and to secure the payment of said notes, equally and ratably, a specific lien is hereby retained on the property hereby conveyed, the said parties of the first part 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, to-wit:

" That certain parcel or tract of land situate, lying and being in the Tenth Ward of the City of Knoxville, Tennessee, comprising one City block, and being bounded on the North by White Avenue, on the East by Fourth Street, on the South by West Cumberland Avenue and on the West by Fifth Street, and being known as the Thomas Rodgers Homestead, and being the same property devised by Margaret Christie White to Catherine Virginia White (since deceased) and said Lucie G. Rodgers for and during their joint lives and to the survivor of them for and during her life, with remainder over to the children of the said Lucie G. Rodgers".

TO HAVE AND TO HOLD the said premises with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower, unto the said, The University of Tennessee, 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 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 incumbrances except State and County taxes for the year 1920, which are assumed and to be paid by the said party of the second part, 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, Said parties of the first
part have set their hands the day and year first above
written.

Lucie G. Rodgers

Chas. M. Rodgers

Chas M. Rodgers
of James C. Rodgers
Cowan & Co.

Flora Rodgers Booth -

Oliver Rodgers

Margaret Rodgers Doll

Geo. Doe

Her. Booth

STATE OF TENNESSEE,)
) ss.
KNOX COUNTY.)

Personally appeared before me

Walter D. Shultz

Shultz a Notary Public of said County the within named bargainors, Lucie G. Rodgers, widow, Charles M. Rodgers, single, individually, and as the regular guardian to James C. Rodgers, Cowan Rodgers, D. W. Rodgers, Margaret Rodgers Doll and husband George Doll, and Flora Rodgers Booth and husband H. W. Booth, with whom I am personally acquainted, and who acknowledge that they executed the within instrument for the purposes therein contained. And Margaret Rodgers Doll, wife of the said George Doll, and Flora Rodgers Booth, wife of the said H. W. Booth, having appeared before me privately and apart from their said husbands, said Margaret Rodgers Doll and Flora Rodgers Booth, acknowledged the execution of the said deed to have been done by them freely, voluntarily and understandingly, without compulsion or constraint from their said husbands, and for the purpose therein expressed.

this 11 th day of October, A. D. 1920.

Walter D. Shultz Notary Public

My commission expires Oct 10, 1923

Lucie G. Rodgers & others
02547-130
University of Tennessee

Lucie G. Rodgers et al
to

The University of Tennessee

INDEXED

Barrenly Deal

No. 276 REGISTER'S OFFICE

STATE OF TENNESSEE,
KNOX COUNTY.

Received for Record the 13 day
of Oct A. D. 1920
at 12 o'clock P. M., and recorded in
Book No. 333 Page 214
Noted to Note Book 17 Page 41

For 1.00 paid
J. H. Capel
Register

WRIGHT, WRIGHT & SAXTON
ATTORNEYS AT LAW
MECHANICS BANK & TRUST BUILDING
KNOXVILLE, TENN.

I certify that the considera-
tion left on the within deed
has been paid.

Witness my hand this

OCT 13 1920

A. W. EDINGTON