

Heirs of J. R. Smith to Wyatt Denny and W.H. Lincoln

30 acres in New Middleton. December 9, 1889. (Deed Book 8 pp. 12-14.)

Minutes of County Court Decr. 9, 1889. The County court of Smith County Tennessee met pursuant to adjournment Dec 9, 1889. present and presiding ____ Irenus Beckwith chairman court being held open the following proceeding were had to wit,

B.F.C. Smith et als vs. A. C. Gill et als.; Be it remembered that this cause came on to be further heard before the worshipful county court of Smith County, Tennessee on this the 9th day of Dec 1889 upon the pleadings proofs _____ and the report of sale of law made by the clerk of this term which report is in the following words and figures.

B.F.C. Smith et als vs. A. C. Gill et als.: Report. To hon. Irenus Beckwith chairman The undersigned clerk of said court respectfully reports that in obedience to a decree of this court respectfully he _____ on the 29th day of Novr. 1889 at the store house of W. H. Lincoln New Middleton Tennessee after advertising time and place of sale according to law to offer for sale at public auction to the highest bidder the lands described in the pleadings in this cause belonging to the estate of J. R. Smith Decd he first offered Lot No "B" as described in came report containing 30 acres and 12 poles and the same was struck off to W. B. Denney at the price of \$1201.25 he paid cash \$100.00 and gave his two notes for \$550.62 each due respectively in 12 & 24 months with B. F. C. Smith as his Surety retaining a lien on said land for the payment of the same Lot "d" containing 2 acres was struck off to W. H. Lincoln at the price of Eighty and 50/100 dollars and gave his 2 notes for the same for \$40.25 each due respectively in 12 & 24 months with Wm. B. Pickering and G. C. Moore as his securities retaining a lien on said land for the payment of the same out of the part sold to W. B. Denney we retain a lot 40 feet long and 32 ft wide whereon the shop of J. H. Swan lies and also the right forever to the church lot and the aforesaid two acre lot and the church lot to get water from the spring on said 30 acre tract known as Bethel Meeting House spring but no right to put any improvements or erections at said spring was reserved but only a reasonable convenient way to said spring & the right to use the water there from for ordinary purposes respectfully Jno B. Jordan clerk

Which report being seen and understood by the court & there being no exception filed thereto the same in all respects confirmed by the court from all of which it appeared that the clerk of this court as clerk and commissioners proceeded on the 24th day of November 1889 offer for sale at New Middleton on a credit of 12 & 24 months the terms described by former decree of this court to be sold when and where Lot B. containing 30 acres more or less was struck off to W. B. Denney at the price of \$1201/25 he paid cash \$100.00 and executed his two promissory notes due in 12 & 24 months respectively each for \$550.62 with B.F.C. Smith Surety and a lien was retained upon the said land to secure the payment of the purchase price in addition to the pursuant security and reserving out of said sale said 30 acres more or less the lot and House known as the Swan Shop & lot which is included in the survey of said 30 acres and also reserving the right to the free church on the owns of the Cram lot and also the 2 acre lot to the spring and to get water from said spring Known as the Bethel Meeting House Spring but no right is reserved to erect any improvements at said Spring said lot is bounded as follows beginning at the

center of the small bridge across the branch at the Junction of the Alexandria Road with the L. & T. F. Turnpike and running southerly with the center of said Alexandria road 138 poles to a stake in the west boundary line of the original J. R. Smith tract Thence northerly with the center of said pike 88 poles to the beginning containing 30 acres more or less. Lot "a" was struck off to W. H. Lincoln at the price of \$80.00 and he executed his two promissory notes due in 12 and 24 months respectfully each for \$40.25 with G. C. Moore and W. B. Pickering sureties and a lien retained on said lot to further secure the payments of said notes in addition to the personal security said lot is bounded as follows Beginning in the center of the branch was the north west corner of the free church lot and running up said branch N 20 degrees W 7 ½ poles to a stake, thence north 80 degrees W 5 ½ poles to a stake the N E corner of the branch lot 32 W with said lot 32 ½ poles to the center of the L & T. F. Turnpike thence northwardly with the center of said turnpike 21 poles to the corner of said church lot thence n 41 degrees N 14 1/5 poles to a rock thence N 9 degrees 8 2/5 poles to the beginning containing two acres more or less on the aforesaid notes are believed to be good. It is further ordered and decreed that all the right and title to all the parties to this _____ the heirs of J. R. Smith be divested out of them and each of them and be rested in the respective purchaser & subject however to the lien herein retained respectfully to secure the payment of the purchase price. It is therefore further decreed that a copy of the foregoing part of the decree be furnished by the clerk to W. B. Denny & W. H. Lincoln each for registration and the fees for said copy be taxed in the bill of cost. It is further ordered that the clerk issue to the register for registration a copy of the decree in this case pronounced marked & filed Oct 14th, 1889 and that he take in the bill of cost _____ for said copy & also the registers fee for registering same any of the cash payment that may remain in the hands of the clerk after the paying cost shall be paid out by him in the same manner as the other funds in this case hand _____ of and directed to be paid. A true copy attest.

Hill Jorden
Dept. Clk

February 18th 1890
Received the 21st Feby 1890 at 12 o'clock M
D. C. Sanders Register

J. K. and Narcissia Hardcastle to William Denny

46 acres on Bowlings Branch. May 13, 1879. (Deed Book 8, p. 157)

We J. K. Hardcastle and wife Narcissa Hardcastle have this day bargained and sold to William Denny and his heirs for the consideration of the sum of four hundred dollars to me paid a tract of land lying in the county of Smith & State of Tenn on the head waters of Bowlings branch and bounded being forty six acres be the same more or less Beginning as follows at beech and running west 130 poles to a rock on the ridge, thence South East 11 degrees east meandering with said ridge 110 poles to a dogwood on the point of the ridge East to a gap, thence east 61 ½ poles to a oak, thence north to the beginning to have and to hold the same unto the said William Denney his heirs and assigns forever. I covenant and bind my self my heirs and representatives to warrant and defend the title to the said land and every part thereof unto the said William Denny against the lawful claims of all persons whatever given under our hands and seal this 13th day of May 1879.

Attest William Nickson
Jas. H. Nolner

J. K. Hardcastle (Seal)
Narissa Hardcastle (Seal)

State of Tennessee, Smith County: Personally appeared before me A. A. Allison Dept. Clerk of the County Court of the county and state aforesaid; William Nickson and made oath in due form of law that Narrisa Hardcastle wife of J. K. Hardcastle is unable to come before the clerk to give her acknowledgement to the foregoing deed without materially injury to her health sworn to and subscribed before me Sept 23rd 1879. W. Nickson, A. A. Allison D. C.

State of Tennessee, Smith County: To William Nickson Esq. This is therefore to authorize and empower you to take the acknowledgement of Narcissa Hardcastle wife of J. K. Hardcastle privately and apart relative to her free and voluntary execution of the forgoing deed and the same to taken to certify under your hand and seal given under my hand at office this the 23rd day of Sept 1879.

Samuel Allison, Clerk, by A. A. Allison, D. C.

State of Tennessee, Smith County: Narrissa Hardcastle the wife of J. K. Hardcastle with whom I am personally acquainted by the authority in me vested she having been examined by me privately and apart from her husband the said J. K. Hardcastle and acknowledged the execution of the within deed to have been done by her freely voluntarily and understandingly without compulsion constraint or coercion on the part of her husband and for the purposes therein contained the same is therefore certified witness my hand the 25th day of Sept 1879.

William Nickson J. P. for Smith County

State of Tennessee, Smith County: Personally appeared before me clerk of the county court of the county & state aforesaid Wm. Nickson one of the subscribing witnesses to the within deed who being duly sworn depose & say that he is personally acquainted unto J. K. Hardcastle the foregoing bargainer and that he acknowledged that he executed the forgoing deed in his presence on the day it bears date for the purposes therein contained. Witness my hand at office this 4 Oct 1881. Samuel Allison Clerk

T. C. and Mary B. Alexander to E. T. Denney

A town lot in Dixon Springs. December 18, 1890. (Deed Book 8, p. 171)

For and in consideration of the sum of three hundred dollars cash paid the receipt of which is hereby acknowledged I have this day bargained and sold and by these presents do hereby transfer and convey to E. T. Denney his heirs and assigns forever the following described parcel of land or town lot situated and lying _____ the town of Dixon Springs Tenn and bounded as follows, Beginning at a stake near the top of the hill on the Carthage and Hartsville Turnpike and running with said pike south 62 ½ degrees East 35 yards to a stake just below the top of the hill, thence South 27 ½ degrees west 140 yards to a stake, thence north 62 ½ degrees West 35 yards to a stake, thence North 37 ½ East 140 yards to the beginning containing one acre of land be the same more or less, To have and to hold the lands to the said E. T. Denney his heirs and assigns against the lawful claims of all persons whomsoever, I hereby covenant with the said E. T. Denney that I am lawfully seized and possessed of said land and have a good right to convey the same, and that said land is unencumbered and I hereby agree to warrant and defend the title to said land and every part thereof to the said E. T. Denney his heirs and assigns forever. Given under my hand this the 18th day of Decr. 1890.

T. C. Alexander
Mary B. Alexander

State of Tennessee, Smith County: Personally appeared before me C. H. Throp a notary public for the aforesaid state and county T. C. and Mary B. Alexander the within named bargainers with whom I am personally acquainted and acknowledged the execution of the within instrument for the purposes there expressed; and Mary B. Alexander the wife of T. C. Alexander having appeared before me privately and apart from her husband acknowledged the execution of the deed to have been done by her freely voluntarily and understandingly without compulsion or constraint from her husband and for the purposes therein contained. In testimony whereof I hereunto affix my notorial seal this Decr. 18th 1890.

C.H. Throp notary public
For Smith County, Tennessee

Rec. the 20th Decr. 1890 at 7 o'clock p.m.

D.C. Sanders, Register

Wyatt B. Denney and Stark Brothers Agreement

Business agreement for orchards. August 26, 1901. (Deed Book 8, p. 265)

This indenture made and entered into on this the 26th day of August 1901 by and _____ Wyatt B. Denney (P. O. New Middleton, Miles 1, Direction West Smith County Tennessee and C. M., E. W. & W. P. Stark doing work and business under the firm name of Stark Brothers, Louisiana, Pike County, MO. Parties of the second part: Witness that said party of the first part, in consideration of the said parties of the furnishing to him one thousand (1000) apple trees; Said trees to be furnished fall 1891 at wholesale prices delivered, freight and all charges paid, at the thousand _____, and of fall number not completed said remainder of trees to be furnished the following season, binds himself, his heirs, and assigns to plant in the usual and customary manner to take good care of, and give good attention to said trees and his home farm, situated in Smith County, Tennessee 17 civil district bounded north lands of Yelton – West by W. Carpenter South Thomas Evans, ____ containing 118 acres also binds himself that he will not sell or dispose of said farm without consent of said parties of the second part. He also binds himself and his heirs to pay said parties of the second part, their heirs or assigns three hundred & five dollars, \$305.00, dollars; also agrees to furnish said parties of the second part from the first bearing season an actual statement of the gross sales of the fruit of the said trees; party of the first will notify parties of the second part from time to time as to condition of the trees, fruit prospects and such other information as may concern them; he further agrees to receipt them as partial payments on the aforesaid amount of three hundred & five \$305.00, Dollars, at the end of each season, and half of the amount of said gross sales to be credited thereon from year to year until said amount is paid in full, with interest from date of shipment thereon at the rate of six (6) percent per annum, compounded annually, and that the final payment shall be made within Ten (10) years from the date of this agreement, without regard to the ~~trees~~ gross sales of crop on the 10th year from this date, if said amount shall not have not been paid in fall prior thereto, and it is also understood and agreed by the parties hereto concerned that this agreement is and shall be a lien upon said ground upon which the trees are planted until the said parties of the second part shall receive of the said party of the first part the compensation herein specified; the sum of three hundred & five \$305.00, dollars, with six (6) percent interest from date of shipment, to be compounded annually, and it is further understood that the said land is free from encumbrance and claims with a perfect title, in interest whereof we have hereunto set our hands and seals this the day and year last above written.

W. B. Denney (Seal)

Stark Brothers (Seal)

State of Tennessee, Smith County: On this the 26th day of August 1891, before me personally appeared W. B. Denny to me known to be the person described in and who executed the same as his free act and deed. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in New Middleton, Tennessee this day and year first above written.

W. H. Lincoln.

Notary public, my time expires October 1892

Recd. the 4th Sept 1891 at 10 o'clock A. M. D. C. Sanders Register.

J. N. Denney and others to W. B. Ray

79 acres in the 9th district. October 14, 1891. (Deed Book 8, p. 285)

We J. N. Denney & wife Mary Denney Harrison Denney & wife Bettie Denney have this day sold to W. B. Ray a tract of land in Smith County, Tennessee District No. 9, for the consideration of one thousand \$1000.00 dollars to be paid as follows fifty dollars to us in hand paid the receipt is hereby acknowledged the remaining nine hundred and fifty dollars to be paid as follows first note for four hundred dollars due December 25, 1891. Second note for three hundred dollars due Dec 25, 1892, Third note and last note for two hundred and fifty dollars due December 25th 1893 for which a lien is retained on said land for the full payment of the above described notes in whomsoever hands they may fall; Bounded as follows to wit Beginning at the forks of the branch running down the branch with the meanders eastwardly 162 poles to a beech stump in the forks of the branch. Thence S. 71 degrees W 74 poles to a honey locust stump, thence S. 84 poles to the graveyard thence W. 23 poles to a stake thence S. 84 poles to a stake on top of the ridge thence N. 45 degrees W. 24 ½ poles to a dead oak W. A. Hallums corner, thence with his line N. 26 degrees W 18 Poles to a bend in the ridge, thence N 59 ½ degrees W 22 poles to a stake, thence N 30 degrees E 33 2/3 poles with a hickory & oak pointer, thence 13 ½ degrees E 68 poles to the beginning, containing 79 acres & 32 poles be the same more or less, to have and to hold the same to the said W. B. Ray his heirs and assigns forever we covenant that we are lawfully seized of said land have a right to convey it & that the same is unencumbered and that we will warrant and defend the title against the lawful claims of all persons whomsoever in witness whereof we hereunto set our hands this Oct 14th 1891.

J. N. Denney
Mary (her x mark) Denney
Harrison (his x mark) Denney
Bettie W. (her x mark) Denney

State of Tennessee Smith County: Personally appeared before me W. F. Askew Notary Public for said county the within named bargainers J. N. & Harrison Denney with whom I am personally acquainted who acknowledged that they executed the attached instrument for the purposes therein expressed and Mary & Bettie Denny wife's of the said J. N. & Harrison Denney ~~having app~~ acknowledged the execution of the said deed to have been done by them freely voluntarily and understandingly without compulsion or constraint by their husbands and for the purposes therein expressed.

Witness my hand and notorial seal at office this 14th day of Oct 1891.

W. F. Askew notary public

Recd the 14th Oct 1891 at 2 o'clock P.M.

D. C. Sanders Register

W. C. and Lillian Baker to W. H. Minton

100 acres in the 17th District. May 29, 1891. (Deed Book 8, pp. 304-305.)

State of Tennessee, Smith County: Know all men by these presents that I W. C. Baker have this day bargained and sold and by these presents doth convey to W. H. Minton a certain tract or parcel of land for and in consideration of two thousand dollars he executing his promissory notes of four equal installments for five hundred dollars each with lien on land till paid 1st note 500\$ dollars due December 25, 1891; 2nd note for 500\$ dollars due Dec. 25th 1892; 3rd note for 500\$ due Dec. 25th 1893; 4th note for 500\$ dollars due Dec 25th 1894 making two thousand dollars each note, retaining a lien on land till paid said land is situate in Smith County Dist No 17 on the waters of Mulherrin Creek and is bounded as follows beginning in Slaughter branch Burr Manning's line the old Hogan Survey running thence north 45 poles to a stake thence west 94 poles to a stake thence N 17 degrees East 62 poles to a Stake in T. D. Moore's line near a sugar tree. Thence with said line westwardly meandering the ridge 123 2/5 poles to a rock. Thence South to the said Slaughter branch to an ash, thence East down said branch through the head of the spring on the south bank of said branch to the beginning, containing by estimation one hundred acres be the same more or less to have and to hold to the said W. H. Minton his heirs and assigns forever. I covenant with the said Minton that I am lawfully seized and possessed of said land and have a good right to convey the same and that the same is unencumbered. I further covenant that I will forever warrant and defend the title of the same binding my heirs and representatives to do the same to do the said W. H. Minton his heirs and representatives to do the same to the said W. H. Minton his heirs and assigns forever against the lawful claims of all persons whomsoever, given under my hand this the 29th day of May 1891.

W. C. Baker
Lillian Baker

State of Tennessee, Smith Count: This day personally appeared before me W. H. Lincoln a notary public for said county W. C. Baker and wife Lillian Baker both of whom I am personally acquainted who acknowledged the foregoing instrument to be their act or deed for the purposes therein expressed then came Lillian Baker wife of the said W. C. Baker private and apart from her said husband who acknowledged that she executed the same her said husband who acknowledged that she executed the same freely voluntarily and understandingly and without any compulsion or constraint from her husband or any one else.

Witness my hand & material seal at office in New Middleton, Tennessee on this 22 day of July 1891.

W. H. Lincoln, N. P. for Smith County, Tenn

Recd. the 29th Novr. 1891 at 10 o'clock A. M.

D. C. Sanders. Register

James W. and Martha J. Denney to Isaac Manning

One acre in Grant. December 3, 1891. (Deed Book 8, p. 310)

For the consideration of one bay mare valued at \$75.00 the receipt of which is hereby acknowledged I have this day bargained and sold to Isaac Manning and do hereby transfer for and convey to him a lot or parcel of land in Grant, smith County, Tennessee and bounded as follows beginning in the center of Lebanon & Trousdale Turnpike running thence 13 poles to a stake thence N 10 degrees west 25 poles to a stake thence N 85 degrees East 11 poles to the center of said pike thence S 14 degrees East with said pike 26 poles to the beginning containing 1 acre 3 roods & 20 poles. We covenant with said Manning that we are lawfully seized of said land and that it is unencumbered and he have a good right to convey it and will warrant and defend the lawful claim against all persons whatever.

This 3 day of December 1891

James Denney
Martha J. Denney

Attest L. W. Minn (?)
Wm. Springer (?)

State of Tennessee, Smith County: Personally appeared before me Wm. Odum notary public for said County the within named bargainer James W. Denney with whom I am personally acquainted and who acknowledged that he executed the attached instrument for the purposes therein contained and Martha J. Denny wife of the said James W. Denny having appeared before me privately and apart from her husband the said James W. Denney and acknowledged the execution of the 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 at office this 3 day of Dec. 1891.

Wm. Odum Notary Public

Recd. the 14th Dec 1891 at 1 o'clock

D. C. Sanders, Register

James W. and Martha J. Denney to L. A. Rollings

Interest in the estate of Evaline Harris. Jan 7, 1892. (Deed Book 8, p. 407.)

Whereas by decent from James Rollings we have a fee simple interest in the undivided remainder to take effect and be united with the premises after the death of Evaline Harris who has a life estate in the same in a tract of land in the State of Tennessee Smith County & district no 17 containing by estimation one hundred acres be the same more or less, and bounded as follows to wit. Beginning on a black locust in the old Dinwiddy now L. A. Rollings line, running thence north 138 poles to a white oak, thence west 116 poles to a buckeye & dogwood sapling; thence South 138 poles to an ash; thence 116 poles to the beginning. Now for the consideration of five hundred & eighty two dollars to us paid, we have bargained & sold & do hereby transfer & convey to L. A. Rollings all our right title and interest in and to said land to have and to hold to the said L. A. Rollings his heirs and assigns forever. We further covenant and bind our selves our heirs & representatives to warrant & defend the title to our undivided interest in said land against any & all claims whatever to be made by us or any persons claim through or under us but no further. Witness our hands & seals on this 7th day of Jan 1892.

James W. Denney (Seal)
Martha J. Denney (Seal)

Attest D. Johnson

State of Tennessee, Smith County: This day personally appeared before me W. H. Lincoln a notary public for said county and State of Tennessee James W. Denny & wife Martha J. Denny with whom I am personally acquainted who acknowledges that they executed the foregoing deed and for the purposes therein expressed then came Martha J. Denny wife of the said James W. Denny private and apart from his said husband who acknowledged that she executed the same freely voluntarily and understandingly and without any compulsion or constraint by her said husband or any one else. Witness my hand and notorial seal at office on this 7th day Jan 1892.

W. H. Lincoln N. P.
For Smith County

Recd. the 9th Jan 1892 at 1 o'clock p.m.

D.C. Sanders, Register