

## **Sarah & V. R. Denney power of atty to William Cheek**

Interest in estate of Edward James. February 25, 1893. (Deed Book 9, p. 27)

Know all men by these presents that we B. H. James, Julia A. James, his wife, Mary "A.K" Watson (a widow) Formerly Mary A. K. James, S. H. James, Martha R. James (his wife) W. B. James, May L. James, his wife, Sarah D. Denny, formerly Sarah D. James and V. R. Denney, her husband, of the county of Oregon and State of Missouri have this day made constituted and appointed and do by these presents made constitute and appoint William B. Cheek of Smith County Tennessee our true and lawful attorney for us and in our names to sell and dispose of absolutely in full simple all of our interest real or personal in the estate of Edward James Senior deceased in Smith County Tennessee for such price or sum of money and to each person or persons as he shall designate think fit and convenient and also for us and in our names and as our ct and deed to sign execute acknowledge deed or deeds and convey acre or convey acres for the absolute sale and disposal thereof or of any part thereof unto such clause or clauses covenant or covenants and argument or arguments to be therein contained as our said attorney shall think fit and expedient; hereby ratify and confirming all such deeds conveyances bargains and sales which shall at any time hereafter be made by our said attorney touching or containing the remises aforesaid; Witness our hands and seals 25<sup>th</sup> day of February 1893.

B.H. James (Seal), Julia A. James (Seal), Mary A. K. Watson (Seal), S. H. James (Seal), Martha R. James (Seal), W. B. James (Seal), Mary F. James (Seal), Sarah H. Denney (Seal), V. R. Denny (Seal)

State of Missouri County of Oregon: On this 25<sup>th</sup> day of Feby. 1893 before me personally appeared B. H. James and Julia A. James his wife, Mary A. K. Watson a (widow formerly Mary A. K. James) S H. James and Martha B. James his wife, W. B. James and Mary L. James his wife, and Sarah D. Denney formerly Sarah D. James and V. R. Denney her husband to me known to be the persons described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed in witness whereof I have hereunto set my hand and affixed my official seal at my office in Alban MO the day and year first above written my term expires Oct. 7, 1896.

Emulius P. Davis  
Notary public

Recd. the 3<sup>rd</sup> August 1893 at 12 M

A. C. Sanders Register

## **V.R. and Sarah Denney & others to W. M. Baird**

Interest in estate of Edmon James. July 4, 1893. (Deed Book 9, pp. 27-28)

Know all men by these presents that we Sarah C. ~~Anderson~~ Andrews and husband W. W. Anderson M. L. Cheek and husband W. B. Cheek, and B. H. James & wife Julia A James, Mary A. K. Watson S. H. James Martha R. James, M. B. James May T. James, Sarah H. Denny, and V. R. Denney for the consideration of six hundred and eighty seven dollars & fifty cents (\$87.50) to us in hand paid according to our respective rights viz one third to the undersigned Anderson and wife one sixth to the undersigned Cheek & wife and the remainder jointly to the other parties hereto subscribed have this day bargained and sold and do hereby bargain sell transfer and convey to W. M. Baird his heirs and assigns forever our five sixth individual interest in a certain tract or parcel of land situated in civil Dist no 17 of Smith County Tenn. And bounded on the north by the Upton land east by the Upton Land and Lucy L. Tinant \_\_land South by the Davis land and west by W. M. Baird & \_all Pride (col) and contains about fifty one acres including a small parcel of land per shared by Martha & Matilda James of Edmon Upton said Fifty one acres begin the same land controlled by the said Martha & Matilda James up to their death the principal part of which was given them during their lives by their father Edward James in his will and a part of which they got from Edmon Upton in exchange said Upton have a small parcel of the land willed to them and for a more particular description of the land herein conveyed reference is here made to the said will of Edmon James which was probated in 1857 and recorded in will book E and page 256 & 257 into the county clerks office and also to the said Upton deed; To have and to hold to the said W. M. Baird his heirs and assigns forever and we covenant unto the said Baird that we are lawfully seized of five sixths of said land and have a good right to convey it and that the same is unencumbered and that we will warrant and defend the title to the same against the lawful claims of all persons whomsoever. In testimony whereof he have hereunto set our hands on this the 4 day of July 1893.

Sarah G. Anderson, A. W. ~~Anderson~~ Andrews, G. H. M. Hail Attorney in fact, M. L. Cheek, W. B. Cheek, B. H. James, S. H. James, Martha James., Mary L. James, Sarah H. D. Denney, V. R. Denney, by Wm. B. Cheek Atty in fact.

State of Tennessee Smith County: Personally appeared before me P. G. Dillard Clerk of the County Court of said county the within named bargainer H. M. Hail attorney in fact W. B. Cheek for himself and W. B. Cheek attorney in fact with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained. Witness P. G. Dillard Clerk of said court at office this 4 day of July 1893.

P. G. Dillard Clerk

State of Tennessee, Smith County: This day personally appeared before me W. B. Cheek and wife M. L. Cheek with whom I am personally acquainted and who executed and acknowledged the forgoing instrument or deed & for the purposes therein expressed then came M. L. Cheek wife of the said W. B. Cheek separate and apart from her 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 in New Middleton Tenn. July 14<sup>th</sup> 1893 W. H. Lincoln N. P. for Smith County Tennessee.

Rec. the 3<sup>rd</sup> August 1893 at 12 M. D. C. Sanders Register

## **W. B. Phillips to Brown Denny**

64 acres in 17<sup>th</sup> District. December 3, 1887. (Deed Book 9, p. 102)

Know all men by these present I, W. B. Phillips of the State of Tennessee and County of Smith have this day bargained and sold and do hereby transfer and convey to W. Brown Denny and wife \_\_\_\_\_ for the consideration of (\$105.00) one thousand and fifty dollars to me paid a tract of land lying in Smith County, Tenn., District No 17, Bounded as follows; Beginning in the middle of the Carthage and Alexandria Turnpike near the mouth of the branch at Denney's and Bowling's corner, thence South 41 degrees East 70 poles to an elm bush, thence East 66 poles to an elm thence South 6 degrees East 46 poles to a bush of small elm near a drain, thence up said drain South 60 degrees East 16 poles to a black locust, thence South 29 degrees East with said drain 20 poles to a small elm, thence East 50 poles to an elm in Z. Stevens line, thence, thence south with said line to D. Frye's line, thence West with said line to the corner of the widow M. S. Saulman's dower, thence with said dower line to J. M. Watts line, thence west with said North boundary to the middle of the Carthage turnpike, thence north with said road to the beginning, containing by estimation 64 acres, be the same more or less. To have and to hold unto the W. Brown Denney and wife, their heirs and assignees forever and I do further covenant with the said Brown Denney and wife that I am lawfully seized and possessed of said land and have a good right to convey the same, and I further covenant that I will warrant and defend the title to the said land in every part thereof unto the sai W. B. Denney and wife, their heirs and assignees forever against the lawful claims of all persons whatever. This December 3, 1887.

W. B. Phillips

State of Tennessee, Smith County: This day personally appeared before me W. H. Lincoln, a Notary Public for said County W. B. Phillips with whom I am personally acquainted, who acknowledged the foregoing deed for the purposes therein expressed. Witness my hand and Notorial seal at office in New Middleton, Tenn Dec 3, 1887, W. H. Lincoln N. P.

B. C. Sanders Register

## **Wm. C. and D. G. Denney to J. E. Massey**

485(?) acres in 12<sup>th</sup> District. February 27, 1892. (Deed Book 9, p. \_\_\_)

Whereas I W. C. Denney have heretofore sold to my sister Mrs. C. F. Underwood and her heirs a tract of land in the twelfth district of Smith County Tennessee and whereas payment was made by the proceeds of the sale of property belonging to the said Mrs. C. F. Underwood and her heirs and whereas the said Mrs. Underwood is now dead and her heirs having become of age have sold the said tract of land to J. E. Massey for the consideration of three hundred and seventy five dollars (\$375) to be paid as follows two hundred & fifty five dollars (\$255) in cash and one hundred & twenty dollars in an interest bearing note due one year after date with a lien retained, now, therefore, I hereby transfer and convey to the said J. E. Massey and his heirs a tract of land in the said Civil District of Smith County Tenn. containing by survey made Feby 23<sup>rd</sup> 1892 by A. D. Norris 485 acres and bounded as follows Beginning at a stam (?) near an old mill dam. Thence north 89 ½ degrees East 23 poles 43 chains to a stam (?) on the north side of the road thence S. 62 degrees East 8t chains to a sugar tree on the north side of the road thence S. 39 degrees E. 3 chains to a stam (?) on the south side of the road 6 chains from a rock fence thence S. S. W. 15 degrees 15 poles 65 chains to a rock Pin oak pointer, thence N. 13 degrees W 1869 chains to the beginning: To have and to hold the same to the said J. E. Massey and his heirs forever I further covenant with the said J. E. Massey that I am lawfully seized of said land have a good right to convey the same and that my title to the same is unencumbered I further covenant agree and bind myself my heirs and assigns to warrant and forever defend the title to said land to the said J. E. Massey his heirs and assigns against the lawful claims of all persons whatsoever.

This the 27<sup>th</sup> Day of            1892.

Wm. C. Denny  
D. G. Denny

State of Tennessee, Smith County: Personally appeared before me C. H. Throp a notary public of the aforesaid state and county the above named W. C. Denny & D. G. Denny with whom I am personally acquainted and executed the within instrument for the purposes contained and Mrs. D. G. Denny the wife of W. C. Denny 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 expressed. In testimony whereof I thereunto affix my Notarial seal this Feby the 27<sup>th</sup> 1892.

C. H. Throp

Recd the 24<sup>th</sup> March 1894 at 11 ½ A. M.

D. C. Sanders Clerk

## **Lewis W. Denny and others to Mollie D. Young**

Land from Estate of Wm. C. Denney. February 23, 1894. (Deed Book 9, pp. 225-226)

Whereas on the 23 day of Feby 1894 we L. W. Dennie and wife Ella Denny, W. B. Denny and wife Josey Denney, Alex Young and wife Mollie D. Young and W. R. Denney the heirs at law of W. C. Denney Decd. had a division of the real estate of said W. C. Denney. The part assigned to Mollie D. Young is described as follows Beginning at a corner stake in C. W. Denny's line, said corner is between W. R. Denney and Mollie D. Young, thence with C. W. Denny's line East 34 93/100 chains to the top of River bank thence with the meanders of Cumberland River N. 10 ½ degrees E 7 67/100 chains thence N. 6 degrees West 3 25/100 chains, thence N 1 ½ degrees E 8 25/100 chains, thence N 11 1/14 degrees W 8 38/100 chains thence N. 22 degrees W 10 00/100 chains thence N 55 degrees W. 4 60/100 chains thence N. 38 degrees W 1 12/100 chains to a stake with two small hickory pointers and river bank Thence S 11 23/100 chains to a stake near hedge fence between W. R. Denney and Mollie D. Young. Thence with hedge fence S 5 degrees E. 6 85/100 chains thence S 3 degrees W. 11 chains to a stone near end of the hedge fence thence N 88 ½ degrees W 9 10/100 chains to a stone thence S 1 23/100 chains to a stone near an old plum stump thence N. 86 degrees W. 10 35/100 ch to a stone thence S 4 W 6 44/100 chains to a stone thence S 84 degree W 4 43/100 chains to a stump by an old beech snag thence S 2 degrees W. 8 ch to the beginning and containing by calculation 72 31/100 acres be the same more less. And in addition to this all land lying bewee meander line herein described and lower water mark is also assigned to Mrs. Mollie D. Young now therefore in consideration of the premises and the further consideration of one dollar (\$1.00) in hand paid the receipt of which is hereby acknowledged we L. W. Dennie and wife Ella Denney of the County of Davidson State of Tennessee W. B. Denny & wife Josie Denney of the county of Smith and state aforesaid and W. R. Denny of the county of Smith and State aforesaid do by these presents release quit claim and set over to the said Mollie D. Young all the rights title and interest we may have in and to said tract of land and do warrant and defend the title to the same to the said Mollie D. Young her heirs and assigns against the lawful claims and demands of all persons claiming by through or under us but no other. In witness whereof we do hereunto set our hands and affix our signature on this the 23<sup>rd</sup> day of February 1894.

Lewis W. Denny, Ella Denny,  
W. R. Denny, W. B. Denny, Josie Denny

State of Tennessee, Smith County: Personally appeared before me C. H. Throp a notary public for the state and county aforesaid W. R. Denny, W. B. Denny and Josie Denny the within named bargainers with whom I am personally acquainted and acknowledged the execution of the within instruments for the purposes therein expressed. And Josie Denny the wife of W. B. Denny having appeared before me privately and apart from her husband acknowledged the execution of the deed to have been 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 thereunto affix my notorial seal this 25<sup>th</sup> day of February 1894.

C.H. Throp N. P.

For Smith County, Tennessee

State of Tennessee, Davidson County: Personally appeared before me W. B. Paul a notary public in an for said county and state the within named Lewis W. Denny and wife Ella Denny bargainers with whom I am personally acquainted and acknowledged that they executed the within instrument for the purposes therein contained and Ella Denny wife of the said W. W. Denny having personally appeared before me privately and apart from her husband the said Ella Denny acknowledged the execution of said instruments to have been done by her freely voluntarily and understandingly without compulsion or constraint from her said husband and for the purposes therein contained. Witness my hand at office and official seal at Nashville, Tennessee this 26<sup>th</sup> day of February 1894.

W. B. Paul N. P.

Recd. this 2 April 1894 at 2 o'clock P. M.

C. C. Sanders Clerk

## **William and Lydia A. Denney to J. D. Rollings**

1  $\frac{3}{4}$  acres in the 17<sup>th</sup> District. Oct 20, 1891. (Deed Book 9, p. 322.)

I William Denny have this day bargained and sold and do hereby transfer and convey to J. D. Rollings & wife Josie & their heirs forever for the consideration of one hundred dollars to me in hand paid a tract or parcel of land in the state of Tennessee Smith County District No 17 containing by estimation one & three fourth acres be the same more or less, and bounded as follows: Beginning on the Bridge in the Carthage and Alexandria Public Road on the branch coming from old Dowell Spring, thence west to the center of Mulherrins creek. Thence Southwardly up said creek 60 poles to a rock in forks of Mulherrins Creek, thence East with the commerce road about 40 poles to said public road (Alexandria & Carthage), Thence north with said public road about 50 poles to the beginning, to have and to hold the same to the said J. D. Rollings and wife Josie their heirs & assigns forever. I do covenant with the said J. D. Rollings & wife Josie that I am lawfully seized of said land have a good right to convey it & that the same is unencumbered. I do further covenant and bind myself my heirs & representatives to warrant & forever defend the title to the said land & every part thereof to the said J. D. Rollings & wife Josie their heirs and assigns forever against the lawfull claims of all persons whatever. This Oct 20, 1891.

William (his x mark) Denny

Lydia (her x mark) Denny

Witness J. B. Harrel

State of Tennessee, Smith County: This day personally appeared before me W. H. Lincoln a notary public for Smith County, Tennessee, William Denny & wife Lydia A. Denny both of whom I am personally acquainted who acknowledged that they executed the foregoing instrument as deed for the purposes therein expressed -- Then came Lydia A. Dennie wife of the said William Denny private and apart from her said husband who acknowledged that she executed the same freely voluntarily understandingly and without any compulsion or constraint from her said husband or any one else. Witness my hand and notorial seal at office in New Middleton, Tenn. On this 20<sup>th</sup> day of October 1891.

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

Recd. the 23 August 1894 at 11 o'clock A. M.

D. C. Sanders Register

## **J. D. and Josie Rollings to D. B. and Lethie Frye**

1  $\frac{3}{4}$  acres in the 17<sup>th</sup> district. August 29, 1892. (Deed Book 9, pp. 322-327.)

I J. D. Rollings have this day bargained and sold and do hereby transfer & convey D. B. Fry & wife Letha and their heirs forever for the consideration of one hundred & five dollars for which a note is this day executed a tract or parcel of land in the state of Tennessee Smith County Dist. No 17 containing by estimation one and three fourth acres be the same more or less and bounded as follows. Beginning on the Bridge in the Carthage and Alexandria public road are the branch coming from the old Dowell Spring thence west to the center of Mulherrin creek thence South Westerly up said creek 60 poles to a rock in forks of Mulherrins creek thence east with the commerce road about 4 poles to said public road (Carthage & Alexandria), Thence north with said public road about 50 poles to the beginning, to have and to hold the same, to the said D. B. Fry & wife Letha their heirs and assigns forever. I do covenant with the said D. B. Fry & wife Letha that I am lawfully seized of said land have a good right to convey it is that the same is unencumbered. I do further covenant and bind myself my heirs & representatives to warrant & forever defend the title to the said land & every part thereof to the said D. B. Fry & wife Letha their heirs & assigns forever against the lawful claims of all persons whatever. This August 29<sup>th</sup> 1892.

J. D. Rollings  
Josie Rollings

State of Tennessee, County of Smith: This day personally appeared before me W. H. Lincoln a notary public for said county & state of J. D. Rollings & wife Josephine Rollings with whom I am personally acquainted who acknowledged that they executed the within deed and for the purposes therein expressed. Then came Josie Rollings wife of the said J. D. Rollings private and apart from her said husband who acknowledged that she executed the same freely voluntarily & understandingly without any compulsion or constraint from her husband or any one else. This August 29<sup>th</sup> 1894.

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

Recd the 23<sup>rd</sup> Aug 1894 at 11 A. M.

D. C. Sanders Register

## **Elijah, Mollie, and Wilson Hickey to Thomas Phillips**

46 acres in the 19<sup>th</sup> district. August 15, 1894. (Deed Book 9, p. 324.)

For and in consideration of the sum of \$800.00 Eight hundred dollars paid and to be paid as follows. \$400 the receipt of which is hereby acknowledged and Thomas Philips promissory note dated of this date for \$400.00. Elijah Hickey Due Jany 1<sup>st</sup> 1896 with interest from Jany. 1, 1895 until paid we Wilson Hickey, Elijah T. Hickey and wife M. F. Hickey do hereby sell transfer and convey to the said Thos. Philips all the right title and interest we have in and to the following described tract of land in civil district no 19 Smith County Tennessee and bounded as follows on the east by Turner and Agee South by George Turner and John Manning West by W. J. Fuller and North by Arch Manning and containing 46 acres and 82 poles more or less. We covenant with the said Thos Philips that we are lawfully seized and possessed of said land that it is unencumbered and we will warrant and defend the title thereto. Wilson Hickey to that part conveyed by him and E. T. Hickey and wife to the part conveyed by him and for a more particular description reference is hereby made to a deed to be recorded in the register's office from A. Manning & wife to Wilson Hickey and to a decree of the county court setting apart to Elijah Hickey a part of the estate of E. Salman, Decd. Witness our hands August 15<sup>th</sup>, 1894.

Wilson Hickey, Elijah Hickey, Mollie F. Hickey

State of Tennessee, County of Smith: Personally appeared before me Irenus Beckwith notary public for said county Wilson Hickey and Elijah Hickey the within named bargainners with whom I am personally acquainted and who acknowledged that he executed the within deed for the purposes therein contained, and Mollie F. Hickey wife of the said Elijah Hickey personally appeared before me & was examined privately and apart from her husband & the said Millie F. Hickey acknowledged that she executed the said deed freely voluntarily and understandingly without compulsion or constraint from her husband and for the purposes therein expressed witness my hand & official Seal.  
August 15, 1894 Irenus Beckwith notary public

Recd the 24<sup>th</sup> August 6 P.M. D. C. Sanders Register

## **Wilson and Frances Elizabeth Denney to J. H. Nollner**

13 acres in the 9<sup>th</sup> District. October 1, 1889. (Deed Book 9, p. 340.)

We Wilson Denney and Francis Elizabeth Denney have this day, the 1<sup>st</sup> of October, 1889 bargained and sold to J. H. Nollner, his heirs and assigns for the consideration of Twelve Dollars and Fifty Cents to me in hand paid and promised by note, a tract of land in the State of Tennessee, Smith County, and in District No. 9, One hundred dollars paid in cash and two notes, one due on the 21<sup>st</sup> day of December, 1890, and one due 24<sup>th</sup> day of December, 1891, each in equal payments of Fifty-six and 25/100 dollars, bounded as follows: Containing 13 acres and 8 poles, beginning at a stake on the top of the ridge, thence East 77 poles to a stake, M. G. Dennis corner, thence North 25 ½ poles to a pile of rock with pointers, thence north 84 degrees, 68 ¼ poles to a chestnut oak on the point of the ridge with pointers, thence with the meanders of the ridge to the beginning, to have and to hold to the said J. H. Nollner, his heirs and assigns forever, we covenant with the said J. H. Nollner, that we are lawfully possessed of said land and have a good right to convey it, and that the same is unencumbered. We further warrant and bind ourselves to defend the title of said land against the lawful claims of all persons whatsoever. Given under our hands the 1<sup>st</sup> day of October 1889.

Wilson (his x mark) Denney  
F. E. Denney

State of Tennessee, Smith County: Personally appeared before me, W. F. Askew Notary Public for said County, the with named bargainer, Wilson Denney, with whom I am personally acquainted, and who acknowledged that he executed the attached instrument for the purposes therein contained, and F. E. Denney, wife of the said Wilson Denney, having appeared before me, privately and apart from her husband, the said Wilson Denney, acknowledged the execution of the said deed to have been done by her freely, voluntarily, and understandingly without compulsion or constraint by her husband and for the purpose therein expressed.

Witness my hand and notorial seal at office this 1<sup>st</sup> day of October, 1889.

W. F. Askew, Notary Public

Received Sept 28, 1894 at 11:30 A. M.

D. C. Sanders Register  
By J. S. Sanders D. Reg.

## **W. B. and M. A. Denny to David and Leathia Fry**

20 acres in the 17<sup>th</sup> District. October 8, 1894. (Deed Book 9, pp. 514-515.)

I W. B. Denny have this day bargained and sold and do hereby transfer and convey to David B. Fry and wife Leathia A. Fry a tract or parcel of land lying in the 17<sup>th</sup> Civil District of Smith County, Tennessee, containing Twenty acres be the same more or less for four hundred dollars cash in hand paid the receipt whereof is hereby acknowledged and \_\_\_\_ on an elm corner of Aman Rollins lot near a drain running thence North 68 ½ degrees West 59 poles to two small elms, thence North 34 degrees West 18 to a small poplar thence North 68 degrees West 37 poles to a rock, thence North 12 degrees East 25 poles to an elm in Rollins corner, thence East 66 poles with Rollins line to an Elm thence South 6 degrees East 46 poles to a small Elm Bush near a drain thence up said drain South 60 degrees East 16 poles to a black locust thence 29 degrees East 20 poles to the beginning to have and to hold to their heirs and assigns forever. We covenant and defend the title to the said land against the lawful claims of all persons: That we are lawfully seized and possessed of said land and have a good right to convey the same. We further bind our heirs and representatives to forever warrant and defend the title to the said land. This Oct 8, 1894.

W. B. Denny  
M. A. Denny

State of Tennessee, Smith County: This day personally appeared before me W. H. Lincoln a notary public for said county and State of Tenn W. B. Denny and wife M. A. Denny with whom I am personally acquainted, who executed and acknowledged the foregoing to be their act and deed and for the purposes therein ~~contained~~ Expressed.

Then came M. A. Denney wife of the said W. B. Denny private and apart from her said Husband who acknowledged that she Executed the same freely voluntarily and understandingly knowing her rights under the law and as such relinquishing the same without any compulsion or constraint by her said Husband or any one else.

Witness my hand and Notorial Seal at office in New Middleton, Tenn, October the 8<sup>th</sup>, 1894. W. H. Lincoln, N.P. for Smith County.

Recd. April 4<sup>th</sup>, 1895 at 10 o'clock P. M.

Wirt High Register.

## **W. B. Denny and Stark Brothers**

A business agreement. December 18, 1895. (Deed Book 9, p. 630.)

This Indenture made and entered into on this 19 day of December A. D. 1895 by and between W. B. Denny of New Middleton (Residence ¼ mile west), County of Smith and State of Tennessee, party of the first part, and Stark Bros of Louisiana, County of Pike, and State of Missouri, parties of the second part.

Witness that the said party of the first part in consideration of said parties of the second part selling and shipping to him in the spring of 1896 to Brush Creek, Smith County, Tennessee, railroad freight charges prepaid, Three hundred and thirty five (335) Pear trees, 225 Keiffer, 100 Garber – 10 koonce, binds himself his heirs and assigns to carefully plant and care for said trees on his farm containing one hundred eighteen (118) acres. Situated in Smith County, State of Tennessee, and more particularly described as follows, to wit: (Store copy description in full from your deed) Beginning on a lynn in J. R. Smith's North West Corner and thence running with his West boundary line to the Alexandria & Red Sulphur Springs Turnpike. 17<sup>th</sup> District. Boundaries (there give names of adjoining owner). Henry Thomas, R. J. Davis, W. Rollings, J. P. Yelton, W. H. Carpenter, and to pay to the order of said Second Parties their heirs or assigns as evidenced by first party. Shipped. One hundred and ninety two dollars (192.00) due and payable as follows – Terms: the said W. B. Denny obligates himself to pay to Stark Bros. their heirs or assigns. Gross receipts from fruit yielded by 335 pear trees for ten years if principal + interest for and fully paid before – all deferred payments and interest hereinafter particularly specified to date from the first day of may 1<sup>st</sup> 1896, with interest at the rate of six (6) percent per annum, to the payment of which sums as the same shall become due the party of the first part binds himself, his heirs, assigns and grantees of and to the aforesaid described lands: The right reserved to the said party of the first part to pay the full amount remaining unpaid and not yet due together with accrued interest at any time he may elect within nine (9) years next after date last above written.

And the said first party for the purpose of obtaining the aforesaid trees states that the above real estate is free and clear of encumbrances, except former contract with Stark Bros and that he claims the \_\_\_\_\_ with a perfect title. In witness whereof we have hereunto set our hands and seals this the day and year first above written.

W. B. Denny (Seal)

Stark Brothers (Seal)

State of Tennessee, County of Smith: This day personally appeared before me W. H. Lincoln a Notary Public for said County and State of Tenn. W. B. Denny with whom I am personally acquainted, who executed & acknowledged the foregoing to be his act & deed & for the purposes therein expressed. In Testimony whereof I have hereunto set my hand and affixed my official seal at my office in New Middleton, Tennessee, the day and year first above written.

My Term expires April 1898

W. H. Lincoln (Seal)

Be it understood that the said W. B. Denny assumes no obligation beyond 10 years. If gross receipts for years fail to yield principal & interest within 10 years from May 1<sup>st</sup>, 1896, then said Denny's contract expires. Recd. June 8, 1896 at 9:30 A. M.

W. High, Register