

Ludwick Denny to J.W. Paschal

A crop of tobacco. October 12, 1870. (Deed Book DD p. 78)

This deed is very light. I will transcribe it later.

Frank Denney to J. W. Paschal

Crop of tobacco. 3 October 1871. (Deed Book DD pp 120-121)

State of Tennessee Smith County. For the purpose of securing the payment of certain debts to wit; one note due B.F.C. Smith for one hundred & thirty five dollars due Sept 1st 1869 upon which there are some credits, leaving a balance of about seventy five dollars, I am also indebted to said Smith by account in a sum under thirty dollars, I am also indebted to Smith Paschal in a sum under one hundred dollars for goods &c and for goods which I may purchase from them before the first of March 1872. And whereas B.F.C. Smith is my security has paid off a note by me executed T.D. Barrett & W.B. Eastern for one hundred & twenty dollars said note having been executed for a Bay mare and said Smith having retained the ownership of said mare and permitted her to be in my possession until I shall have paid off said note of one hundred & twenty dollars. I hereby transfer & convey to M. F. M. Paschal as trustee my entire crop of Tobacco raised by me the present year and also the tobacco which I get as rent from John Smith & wife raised on my land; to have and to hold the said tobacco to the said Paschal as trustee for the use & benefit of the said creditors above named and for no other purpose. Now if I should fail to off & liquidate the said debts first above mention, in Sept – the debt – to B. F. C. Smith upon which he has a lien on the aforementioned Bay mare which lien is hiring expressly granted & acknowledged, by the first – day of March 1872. Then my said trustee aforesaid shall sell the property herein conveyed either privately or publicly as he may deem best, pay the expenses of his trust and appropriate the proceeds to the payment of the debts herein provided for except the debt here before excepted, and shall to there remaining sum of money after paying the debts my said trustee shall apply the same to the payment of said excepted debt and the remainder if any pay over to my order, In testimony whereof I have hereunto set my hand & seal this 3rd day of October 1871.

Frank Denny (Seal)

Attest. Saml. Paschal

State of Tennessee Smith County Personally appeared before me B.F.C. Smith Clerk of the County Court of said county the foregoing bargainer Frank Denney personally known to me and acknowledged the execution of the foregoing deed for the purposes therein contained on the day it bears date. Witness my hand at office this October 3rd 1871.

B.F.C. Smith Clerk

Received October 12th 1871

at 10 oclock AM

W.B. Pettie Register

[In the very next deed John Smith & wife Mary sold to M. F. M. Paschall their entire crop of Tobacco after paying the rent, which amounted to ½ of the crop of tobacco, that they raised on the land of Frank Denney for 55 dollars that they owed to “Smith & Paschal for goods already bought of them and for other necessary supplies which they have agreed furnish us during the present year...” Deed Book DD p. 121]

J. R. Smith to W. B. Denney

Renting a farm. 25 December 1872. (Deed book DD 135)

State of Tennessee Smith County This agreement made and entered into between J. R. Smith of the one part and Wyatt B. Denney of the other part Witnesseth that the said J. B. Smith has this day rented to the said W. B. Denney the tract of land owned by said Smith and known as the Mason Farm for the year 1872. The said Denney agrees to right up the fence around the field and make it a good fence & make the water gaps or gates so as to protect the crop from Stock &c, to cultivate said farm, that part which is suitable to cultivate in corn and so to cultivate the said lands as to not cause it in such condition as to wash with the fall rains more then ordinary good farming would do; all timber Stone & poles necessary to fix said fence shall be used from said farm first using the down & dead timber. The said Denney agrees to give one third of all the crop raised on the said land, Said one third to be delivered in a crib or pen to be made on the premises said Denney to pen said Crop in such pen as will protect the crop. The said Denney agrees further to make rails & fence up that part of the woodland now in Carpenters lot; and the said Smith agrees to pay the said Denney a reasonable price or customary price for what work he may do in making said fence and the said Denney agrees to give up the possession of the land by the 25th December 1872.

W. B. Denney
J. R. Smith

Test. B.F. C. Smith

State of Tennessee Smith County Personally appeared before me B. F. C. Smith Clerk of the County Court of the County aforesaid W.B. Denney and J. R. Smith the forgoing bargainers with whom I am personally acquainted and acknowledged that they executed the foregoing instrument for the purposes therein containing Witness my hand at office this October 14th 1871.

B. F. C. Smith

James W. Denny to Jonathan Lamb

½ a crop of corn. 29 July 1873. (Deed Book DD 192)

I have this day sold and do hereby Convey to Jonathan Lamb his heirs and assigns forever for one hundred and fifty dollars my present undivided interest being one half the corn and tobacco raised by me and Henry Violet on the corner tract of land I warrant the title to the said half of said Crop against all Claims he paying first the rent &c I bind myself to house the corn & Cultivate well & house and strip the Tobacco in due time, this 29th July 1873.

James W. (his x mark) Denny (Seal)

Test W. V. R. Hallum
P. H. Hallum

State of Tennessee Smith County Personally appeared before me B. F. C. Smith aforesaid the foregoing bargainer James W. Denney Personally known to me and acknowledged the Execution of the foregoing instrument for the purposes therein contained on the day it bears date. Witness my hand at office August 1st 1873.

B. F. C. Smith Clk

Recd August 1st 1873
At 4 Oclock PM

W. B. Pettie Reg.

Frank Denny to B. A. High.

Crop of Tobacco. September 29, 1873. (Deed Book DD pp. 237 and 238)

State of Tennessee Smith County For the purpose of securing the payment of the amount of forty dollars which I owe B. F. C. Smith due by note this day executed and also to secure the payment of other notes due to Said B. F. C. Smith dates & amounts not now remembered; I have this day sold & hereby transfer & convey unto B. A. High in Trust all my present crop of Tobacco raised in 1873. Now if I should pay off & satisfy said debts herein secured on or before the first day of March 1874 then this obligation to be void but if said debts are not paid by said date then my said Trustee B. A. High shall sell said Tobacco pay the cost of this proceeding and pay said debts & the remainder he shall pay to me or my order And it is further agreed that I shall have the privilege to sell said crop of Tobacco privately & let the purchaser apply the proceeds as provided above the same however to be under the control of my said Trustee for the purposes above set forth. Witness my hand & seal this September 29th 1873.

Frank Denny (Seal)

Test M. Starr, T. Fisher

State of Tennessee Smith County

Personally appeared before me B. J. Vaden Chairman of the County Court of the said County; M. Starr & Thos Fisher Subscribing witnesses to the foregoing deed who being first duly Sworn depose they are acquainted with the bargainer Frank Denny and that he acknowledged the execution of the foregoing instrument for the purposes therein contained, on the day it bears date. Witness my hand at office this October 9th 1873.

B. J. Vaden Chairman

Received October 14th 1873
At 12 O'clock M

W. B. Pettie Register

Evaline Harris and James W. Denney

An agreement. 10 October 1874. (Deed Book DD p. 254)

We Evaline Harris and James W. Denney have this day Entered into the following agreement the said Evaline Harris on her part agrees to furnish said J. W. Denny her farms in civil District No 17 Smith County Tennessee Except Family Residence and garden, for one third of produce raised on said Farm Said Denny furnishing Seeds and all other Expenses Except Such lands as he may choose to put in Tobacco and all said tobacco land from year to year said Denny is to pay two dollars per acre, said Denny on his part is to keep up said farm build barns Stables &c as is required or necessary for his convince using Timber necessary for said improvements at the close of Each year said Denny is to settle with said E. Harris according to the above agreement, said Denny is to till said land as farmers would & if Rent any to any one else Land not to be unnecessarily abused, one third of the wheat crop said Denny, is to pay after the Thrasher is paid said Evaline Harris on the maternity of said or such crop as may be raised can have her agent such agent as she may choose to Represent her interest in division & said crop or crops. If said Evaline Harris should become Feeble in old age & not select any one to attend to her interests on division of crop or crops at different Seasons of the year, then said J. W. Denny has the right to call on some Disinterested person to see that the said E. Harris interest is duly represented, said Denny is not to permit any one to live on the place more than one year without said Evaline Harris consent. This obligation or agreement is binding between said parties during their natural lifetime or the death of either one of the parties unless by mutual consent by said parties. If after said J. W. Denny repairs said farm should die, leaving issue, said Evaline Harris is left to her option to make such allowance as she may think proper _____ other heirs after her death Said Denney is to have free access to use wood for fuel & burning plant beds firing Tobacco &c, and for all other purposes as using or running a farm would require. Said Denny is to have control of both farms Except the foregoing Exceptions, said Evaline Harris is to have the right to pull one third of the fodder, said E. Harris is to take the third of the Sugar Cane (or corn) in the patch, The said J. W. Denney is to raise what ever he thinks is the most profitable for them both, Said J. W. Denney has the right to have three Settlements on the farm and the Renters is to use dead wood for to burn in their houses, the said J. W. Denney has a right to give up the farm at any time he sees proper before the death of Either. This October 10th day 1873

Witness W. H. House
Witness A. J. House

Eveline Harris (Seal)
J. W. Denney (Seal)

State of Tennessee Smith County Personally appeared before me B. F. C. Smith clerk of the County Court of said County, aforesaid, A. J. House & W. H. House Subscribing witnesses to the foregoing deed who being duly sworn deposed and said that they are acquainted Eveline Harris and J. W. Denney the foregoing bargainers that they acknowledged the Execution of the foregoing deed in their presents to be their act and deed for the purposes therein contained on the day it bears date. Witness my hand at office this November 29th 1873.

B. F. C. Smith clk

Received December 8th 1873. at 10 O'clock A M W. B. Pettie Register

W. Brown Denny and S. Denny to B.F.C. Smith

A tract of land in the 17th District. 9 March 1875. (Deed Book DD pp. 316-317)

For the purpose of securing the payment of a debt I have this day executed to B. F. C. Smith for one hundred and fifty dollars due January 1st 1876 and dated March 9th 1875 and bearing interest at ten percent per annum I have this day bargained and sold and by these presents doth bargain & convey unto said B. F. C. Smith the following described tract of land to wit lying in the county of Smith & State of Tennessee district No 17 and bound on the east by the land of Rebecca Nolen north by the land of James B. Ward West by the land of Gregory Moore and South by the lands of J. W. McClanahan to have and to hold said land unto the said B. F. C. Smith his heirs and assigns forever. The consideration of this conveyance that if the deed note above referred to executed to B. F. C. Smith by W. Brown Denny for one hundred and fifty dollars Shall be paid off & _____ by the first of January 1876 then this conveyance shall be void and of no effect. _____ of the said note shall not be paid off & satisfied by said Denny then said Smith will sell said land publicly after giving thirty days notice at three public places in said County and apply the proceeds first to the payment of the expenses of the conveyance & expenses & cost of Sale and then to the payment of said note and the remainder if any to pay to us the conveyors. In Testimony whereof we have hereunto set our hands and Seals on the 9th day of March 1875.

W. B. Denny (Seal)

S. Denny (Seal)

Test L. A. (his x mark) Rollings H. Hubbard

State of Tennessee Smith County Personally appeared before me S. Allison Clerk of the County Court of Smith County L. A. Rollings and Henry Hubbard the subscribing witnesses to said deed both of whom after being duly sworn depose and said that they was acquainted W.B. Denny and S. Denny the within Bargainers and that he acknowledged the Execution of the within deed on the day it bears date fore the purposes therein contained. Witness at office this March the 9th 1875.

S. Allison Clk.

Received March the 10th 1875.
at 9. oclock A M

A. N. Williams Register.

Mathew Denney to B. F. C. Smith

A crop of tobacco for legal services. 18 August 1875. (Deed Book DD p. 416)

State of Tennessee Smith County For the purposes of securing to B. F. C. Smith the payment of a note executed to him by myself and others and to secure the payment of certain fees to we [?] said B. F. C. Smith for attending to certain law suit which I am about to commence against Thomas A. Morris adm. Of the estate of James Gill decd and also a fee for collecting certain sums of money due me from the estate of Charles Winfrey decd I have this day bargained and sold and by these presents doth bargain and convey unto said B. F. C. Smith all my growing crop of tobacco supposed to be about three acres a part of which is already housed and cut. To have and to hold said crop of tobacco unto the said Smith his heirs and assigns forever. But this conveyance is made for the purpose of securing the payment of the above specified debts. Now if I should pay off and satisfy said debts by the first day of march 1876, then this conveyance is to be void and of no effect, but if I should fail to pay off and satisfy said debts then said Smith is hereby authorized to take possession of said crop and sell the same privately and apply the proceeds to the payment first of the expenses of sale and then to the satisfaction of the debts herein secured and the residue if any to pay to me or my order. I agree and covenant with said Smith to take care of said crop, house, strip and bulk and prepare the same for market. In testimony whereof I have hereunto set my hand and affix my seal on this 18th day of August 1875.

M. Denny (Seal)

Attest M. L. Rowland
Hite Bridges

State of Tennessee Smith County Personally appeared before me Mathew Denny the within bargainer with whom I am personally acquainted and acknowledged the execution of the within deed to be his act and deed for the purposes therein contained Witness my hand at office this August 19th 1875.

S. Allison Clk

Received Aug 19th 1875
At 11 O'clock A M

A. N. Williams Repr.

Mathew Denny to B. F. C. Smith

A crop of tobacco. 14 October 1876. (Deed Book DD 587)

State of Tennessee Smith County I Mathew Denny have this day bargained and sold & by these presents do bargain sell & convey unto B. F. C. Smith for the considerations hereafter mentioned all my crop of tobacco raised the present year on the land where I now live supposed to be about one thousand pounds to have & to hold the said tobacco unto the said B. F. C. Smith forever I agree to strip said tobacco and prepare it for market. But this deed is made fore the following uses & purposes & for no other. That is to say I am [indebted to] B. F. C. Smith upon a note executed to him dated March 9th 1875 & signed M. Denny W. B. Denny & S Denny for five dollars and also a note to him of this date for five dollars. I am also indebted to Samuel Denny by note executed for the land I live on for amount not remembered ex but supposed to be about thirty dollars. Now this sale is made for the purpose of paying the two said notes to B. F. C. Smith and he is hereby directed to pay the remainder of said crop to said Samuel Denny after first satisfying & discharging his said debts & the cost of this deed of conveyance. If said debts are not paid by the first of March 1877 the said Smith will sell said tobacco privately and apply the proceeds as above. If I should pay off said notes before that tine this conveyance to be void. October 14th 1876.

M. Denny (Seal)

State of Tennessee Smith County Personally appeared before me Samuel Allison Clerk of the County Court of the County ad State aforesaid M. Denny the foregoing bargainer who is personally known to me and who acknowledged that he executed the foregoing deed of trust for purposes therein contained Witness my hand at office this the 17th day of October 1876.

Samuel Allison Clerk
By A. A. Allison D. C.

Received October 17th 1876
at 12 Oclock M

A. N. Williams Register

Frank Denny to Thomas Fisher

A crop of tobacco. 17 October 1876. (Deed Book DD p. 589)

For the consideration of one dollar to me paid and the other considerations hereinafter mentioned I have this day bargained and sold and do hereby convey and transfer to Thomas fisher and his heirs forever all my entire crop of tobacco about four acres now in the barn to hold for the purpose herein mentioned but this conveyance is made fore the following uses and trust and for no other purpose that is to say I am indebted to Josiah R. Smith and B. F. C. Smith for the sum of about three hundred and fifty dollars due by note and am desirous to make certain the payment of the same now if I should pay off & satisfy said debt by the first day of march 1877 then this conveyance to be void but if I should not then said Thomas Fisher as trustee may sell said tobacco to the highest bidder for cash and appropriate the proceeds of said sale to the payment said debt and costs of sale and pay the balance if any to me this 17th day of October 1876.

Frank Denny

State of Tennessee Smith County Personally appeared before me Samuel Allison clerk of the County Court of the County and state aforesaid. Frank Denny the foregoing bargainer who is personally known to me and who acknowledged that he executed the foregoing deed of trust for the purposes therein contained Witness my hand at office this the 17th day of October 1876.

Samuel Allison Clerk
By A. A. Allison D. C.

Recorded Oct 19th 1876
at 4 oclock P M

A. N. Williams Register

For more information on the Denney family go to STEVENDENNEY.COM