

Arthur L. Hogan to Benjamin Denney

138 acres on Mulherrin Creek. 2 October 1835. (Deed Book N pp. 106-107)

This Indenture made this 2nd Oct in the year of our Lord One thousand eight hundred and thirty five between Arthur L Hogan of the County of Franklin and State of Alabama of the one part and Benjamin Denney of the County of Smith and State of Tennessee of the other part witnesseth that the said A. L. Hogun for and in consideration of one hundred Dollars to him in hand paid the receipt is hereby acknowledged this is a deed that was made some years since hath given, bargained and sold conveyed and confirmed unto the sd Benjamin Denny his heirs and assigns forever a certain tract or parcel of land lying [p. 107] on the waters of Mulherrins Creek in the county of Smith and State of Tennessee _____ed and bounded as follows to wit Beginning on a Black Walnut John Squires East boundary verging East one hundred and ten poles to a beach and sugar tree William Allen's Southwest corner Originally John Paschalls, then a north with the sd Allens line to a white walnut, thence west one hundred and ten poles to a white Oak and sugar tree, then a south with John Gullicks line to the beginning walnut, containing one hundred and thrity eight acres more or less to have and hold the aforesaid land with all and singularly the rights and profits heriditaments and appurtenances of in and to the same belonging _____ary _____ pertaining to the only proper use and behoof of him the said Benjamin Denny his heirs and assigns forever and the Sd Arthur L Hogun for himself his heirs executors and administrators doth covenant and agree to and with the sd Benjamin Denny his heirs and assigns that the before receipted and bargained premises by him sold he will warrant and forever defend against the right title, interest or claim of all and every person whatever. In witness hereof the sd Arthur L Hogun hereunto sets his hand and affixes his seal In presence of

Witnesses William Allen
 Dennis Buchanon

Art L. Hogun (Seal)

State of Tennessee Smith County Personally appeared before me John J. Burnett clerk of Smith County Court William Allen and Dennis Buchanon the subscribing witnesses to the within named and who being first sworn deposed and say that they are acquainted of Aurthur L Hogun the bargainer to the within named deed who being first sworn depose and say that they are acquainted to Benjamin Denny being date the 2nd day of December 1835 and who acknowledged the same in their presents to he his act and deed upon the day it bears date this 26th day of July 1836

John J. Burnett clk
Of Smith County Court

Registered July 26th 1836
Harvey Hogg Reg of Smith County

William Allen to John H. Bedford

A crop of corn and a crop of tobacco. 6 Dec 1836. (Deed Book N p. 274)

State of Tennessee Smith County. This Indenture made and entered into this 6th day of December 1836 between William Allen of the one part and John H. Bedford of the other part both of the county of Smith and State of Tennessee witnesseth that for and in consideration of the sum of one dollar in hand paid the receipt whereof is hereby acknowledged the said William Allen hath bargained and sold and by these presents doth grant bargain and sell unto the said John H. Bedford his crop of corn supposed to be one hundred and fifty barrell's and also his whole crop of Tobacco contained in four barns in order to secure a debt due Harrison and Motes by four notes one dated April 1st 1835 for thirteen dollars and one for one hundred and eighty six dollars and 37 cents due 28th July 1836 one for twenty five dollars due 34d August 1836 one for nineteen dollars and 45 cents due 19th August 1836 and also to secure a debt due to Motes Harrison & Co by four notes one dated July 11, 1836 for ten dollars one due August 34d 1836 for fifteen dollars one August 17th 1836 for fifty dollars one due Sept 3rd 1836 for one hundred and ten dollars all of which amounts to four hundred and seventy eight & 85 _____ he the said John H. Bedford shall have and hold the aforesaid crop of corn and tobacco in four barns it is agreed between the parties hereunto named that unless the aforesaid sum of four hundred and twenty eight dollars 85 cents shall be paid to Harrison and motes and Motes Harrison & Co on a _____ the first day of June 1837 that the said John H. Bedford shall advertise at three public places giving ten days notice and sell the aforesaid crop of corn and tobacco to the highest bidder for cash and after paying the aforesaid four hundred and twenty eight dollars and 85 cents the remainder of the money if any is to be paid over to the said William Allen in testimony whereof we have hereunto set our hands and seals the day and date above written

Test W. W. Wade
A.L. Bains

William Allen
John H. Bedford

State of Tennessee Smith County Personally appeared before me John J. Burnett Clerk of Smith County Court William A. Allen the within named bargainer with whom I am personally acquainted and who acknowledged that he _____ the within deed entrust to John H. Bedford Trustee _____

Elijah Hail to William Denny

100 acres. 3 August 1836. (Deed Book N p. 406)

This Indenture made and entered into this third day of August 1836 between Elijah Hail of the County of Smith and State of Tennessee of the one part and William Denny of the County and State aforesaid of the other part witnesseth that the said Elijah Hail for and in consideration of the sum of Five hundred and fourteen dollars to him paid by the said William Denney the receipt wherefore is hereby acknowledged, hath granted bargained sold aliened and confirmed and by these presents to grant bargain sell alien and confirm unto the said William Denny his heirs & assigns a certain tract or parcel of land containing one hundred acres be the same more or less lying and being in the county and state above written and bounded as follows, viz, Beginning at a poplar thence South one hundred and sixty five poles to a hackberry and elm on the bank of fall creek, thence down the said creek with all its meanders to a white oak walnut & sugar trees, thence north one hundred and thirty seven poles to a red oak, corner in her west boundary line thence west one hundred poles to the Beginning to have and hold the said tract or parcel of land & singular premises above mentioned and every part and parcel thereof with the appurtenances thereunto belonging to said William Denny his heirs and assigns and to the only proper use of the said William Denny his heirs and assigns forever and said Elijah Hail for himself, his heirs and assigns and against the claim of all and every other person or persons whatsoever unto the said William Denny his heirs and assigns shall and will forever warrant, and defend the right and titles. In witness whereof I have herunto set my hand and seal this day and date above written. Attest

E.W. Haile (Seal)

John B. Depriest George Ferrell
Wm. Fiveash Samuel (his x mark) Evits

State of Tennessee Smith County. Personally appeared before me John H. Burnett Clerk of Smith County Court William Fiveash Samuel Evitts subscribing witness to the within deed from Elijah Hail to William Denny for 100 acres of land lying in Smith County and bearing date the 3rd day of August 1836 who being first Sworn depose and say that they are acquainted with Elijah Hail the bargainer and that he ackn. The same in their presence to be his act and deed upon the day it bears date witness my hand at office this 19th day of April 1837.

John J. Burnett Clerk
Of Smith County Court

Registered April 19th 1837
Harvey Hogg Reg of Smith County

William, and Thomas B. Askew to Benjamin Denney

225 acres on Hickman Creek. 24 December 1836. (Deed Book O p. 8.)

This Indenture made and entered into December the twenty fourth One thousand Eight hundred and thirty six between James Wm and Thomas B. Askew of the one part and Benjamin Denney of the other part all of the County of Smith and State of Tennessee witnesseth that the said James Wm & Thomas Askew for and in Consideration of the sum of Seventy five dollars paid to him in hand by the said Benjamin Denney the receipt whereof is hereby acknowledged hast granted bargained and Sell and Confirm unto the Said Denney and his heirs a Certain tract or parcel of land lying and being in the County of Smith and State aforesaid on the waters of Hickmans creek beginning on a beech at Willibeas north west Corner running north Seventy poles to a Small Sugar tree and beech thence east five hundred 2 ½ poles to a stake thence South Seventy poles to a Stake thence five hundred poles to a beech in Isaac Willibies north west Corner to the beginning Containing two hundred and twenty five acres more or less to have and to hold said land with all the rights profits & hereditaments in and to the same belonging or in any wise appertaining unto the only proper use and behoof of Aim the said Benjamin Denney and his heirs forever and the said James Wm., & Thomas Askew for their selves and their heirs do Covenant and agree to and with the Said Denney and his heirs that they will warrant and defend the right and titles of said land and bargained premises free from the claim or claims of all and every person whatever. In Testimony whereof we have hereunto set our hands and affixed our seal day and date above Written in the presence of:

	James Briggs	
Test.	Charles Denney	William Askew
	James M. Winfrey	Thomas B. Askew
	Isaac (his x mark) Willaby	

State of Tennessee Smith County Personally appeared before me John I Burnett Clerk of Smith County Court Thomas B. Askew one of the Bargainers to the foregoing deed of conveyance to Benjamin Denney for 225 acres of land lying in Smith County on the waters of Hickmans Creek bearing date 24th December 1836 for the purposes therein contained then came personally before me clerk aforesaid James M. Winfrey and Isaac Williby subscribing witness to said deed who being first Sworn depose and Say that they are acquainted with William Askews the other bargainer to said deed aforesaid and that he acknowledged the same in their presence as his act and deed when the it bears date witness my hand at Carthage.

John I Burnett

Rec Aug 22, 1837

William D. Turner to William Denny

62 acres in 12th District. 23 February 1838. (Deed Book O p. 237.)

I William D. Turner have this day bargained and sold and do by these transfer and convey to William Denny and his heirs forever for the consideration of three hundred dollars to me paid a tract of land in Smith County State of Tennessee district No. 12 Containing by estimation sixty two acres more or less and bounded as follows Beginning on a white and Red oak on Joseph Bridges West boundary line running South sixteen degrees East with said Bridges line sixty nine poles to a stake William Owens north west corner thence with said Owens line one hundred and thirty eight poles to a beech and Sugar tree in Thomas J. Strattons east boundary and William Owens north west corner thence north forty one degrees west with said Strattons line five poles to a white oak and Sugar tree thence north fifteen degrees east with Said Strattons line three poles to two Ironwood trees thence east one hundred and thirty poles to the Beginning to have and to hold the same to the said William Denny his heirs and assigns forever I do covenant with the said William Denny that I am lawfully seized of said land and have a good right to convey it and that the same is unencumbered I do further covenant and bind myself my heirs and representatives to warrant and forever defend the title of the said land and every part thereof to the said William Denny his heirs and assigns against the lawful claim or claims of all persons whatever the twenty third day of February 1838 Signed Sealed and delivered in our presence

William D. Turner (Seal)

Henry Ward
John W. Ward

State of Tennessee Smith County March Term county court 1838 Then the within deed of conveyance from William D. Turner to William Denny for 62 acres of land more or less in district 12 we produced in open court for probate and was duly proven in open court by the oaths of Henry Ward and John W. Ward Subscribing Witnesses and on motion ordered to be certified for Registration.

John J. Burnett Clerk
Of Smith County court

Registered March 8th 1838

Harvey Hogg Register
Of Smith County

Benjamin F. Jones to William Denney

52 acres. 8 November 1837. (Deed Book O p. 245.)

This Indenture made and entered into this Eighth day of November Eighteen hundred and thirty Seven between Benjamin F. Jones and William Denney both of the county of Smith and State of Tennessee Witnesseth that the said Benjamin F. Jones for and in consideration of the sum of three hundred and sixty nine dollars and twenty five cents to him in hand paid by the said Denney the receipt whereof is acknowledged and himself there with satisfied and paid hath given and granted bargained and sold unto the said William Denney a certain tract of land situated in the county of Smith and bounded as follows beginning at a small Sugar tree and dogwood painted in said Denney's west boundary line running with said line Eighty Seven poles to a white oak thence west ninety seven poles to a black ash H. Rucks corner, thence South with his line Eighty Seven poles to two beeches thence to the aforesaid place of beginning containing fifty two acres and three roads be the same more or less with all the appurtenances thereunto belonging unto the said William Denney his heirs and assigns and the said Benjamin F. Jones doth further covenant and agree for himself his heirs and assigns that he will warrant and defend the above bargained premises unto the said William Denney his heirs and assigns forever and against the lawful claim or claims of all and every person or persons In Testimony thereof the said Benjamin F. Jones have the day and date signed Sealed and delivered in the presence of

Benjamin F. Jones (Seal)

Henry Ward
J.W. Ward

State of Tennessee Smith County March Term county court 1838 Then the within deed of conveyance from Benjamin F. Jones to William Denney for 52 $\frac{3}{4}$ acres of land lying in Smith County was produced in open court for probate and was duly proven in open court by the oaths of Henry Ward and J.W. Ward witnesses thereto and on motion Ordered to be certified for Registration.

John J. Burnett Clerk
Of Smith County Court

Registered March 11th 1838

Harvey Hogg Register
Of Smith County

William Allen to James Harrison

140 acres on Mulherrin Creek. 7 February 1837. (Deed Book O p. 344.)

[p. 344] This Indenture made this 7th day of February one thousand eight hundred and thirty seven between William Allen of the one part and James Harrison of the other part both of the county of Smith and the state of Tennessee witnesseth that the said William Allen for and in consideration of the sum of three[?] hundred and fifty dollars in hand paid by the said James Harrison the receipt whereof is hereby acknowledged hath bargained sold and confirmed unto the said James Harrison his heirs and assigns forever a certain tract of land bounded as follows and lying in the aforesaid county and state the waters of Mulherin Creek butted and bounded as follows to wit beginning at a beech and sugar tree Benjamin Denneys southeast corner thence running east one hundred and fifty poles to an ash on the west boundary line of the heirs of William H. Cheek thence North to Thomas Snoddy's formerly Joshua Jones Corner and continuing North with said boundary to Stephen Barrot south east corner thence west to Benjamin Denneys Northeast corner then south to the beginning containing one hundred and forty _____ acres of land to have and to hold the aforesaid land with all the appurtenances thereunto belonging with all the rights profits and heriditaments of and to the same belonging to or in any wise pertaining to the only proper use and behalf of him the said James Harrison his heirs and assigns forever and the said William Allen for himself his executors administrators do covenant and agree to and with the said James Harrison his heirs and assigns the said tract of land hereby the said Allen his heirs executors and administrators warrant and defend against the right title claim and interest of all and every person or persons whatsoever to the only proper use of said James Harrison and his forever In witness whereof I herunto set my hand and seal the day and date before written signed sealed and delivered in the presence of

Attest Wesley Motes

William A. Cheek

William Allen

State of Tennessee Smith County: Personally appeared before me John J. Burnett Clerk of Smith county court William Allen the within named bargainer with whom I am personally acquainted and who acknowledged that he executed the within deed to James Harrison for 148 acres lying in Smith County one bearing date the 7th day of Feb 1837 for the purposes therein contained witness my hand at office

This 2 day of Feby 1837

John J. Burnett Clerk

Registered 21 Feby 1837

of Smith County Court

Harvey Hogg Register of Smith County

William Denny to Benjamin F. Jones and William D. Turner

A tract of land in the 12th District. 3 January 1839. (Deed Book O pp. 487-488.)

I William Denny have this day bargained and sold and do hereby transfer and convey to Benj. F. Jones and William D. Turner to their heirs and assigns for the consideration of three hundred dollars to me paid and the receipt in hand is hereby acknowledged a tract of land in Smith County Tennessee district No 12 and bounded as follows Beginning on a white & red oak in Joseph Bridges west boundary line running south sixteen degrees East with sd Bridges line running south sixteen degrees East with sd Bridges line sixty nine poles to a stake William Owens north west corner thence with sd Owens line one hundred & thirty Eight poles to a beech and sugar tree in Thos. J. Strattons East boundary and William Owens northwest corner thence forty one degrees west with sd Strattons line five poles to a white oak, and sugar tree thence north fifteen degrees East with sd Strattons line three poles to two Ironwood trees thence East one hundred and thirty poles to the beginning containing by estimation sixty two acres more or less to have and to hold the same to the said Benjamin F. Jones and William D. Turner their heirs and assigns forever I do covenant with the said Benjamin F. Jones & William D. Turner that I am lawfully seized of the sd land and have a good right ----- representations to warrant and forever defend the title to the sd land and every part thereof to the sd Benjamin F. Jones & William D. Turner & their heirs and assigns against of any and every other person or persons whatsoever In testimony whereof I have hereunto set my hand and seal this 3rd day of January 1839.

William (his x mark) Denny (Seal)

Attest. Creed Penn Tho. W. Page

State of Tennessee January Term County Court 1839 The _____ deed of conveyance from William Denney to Benj. F. Jones and Wm. D. Turner for sixty two acres of land lying in Smith County Tennessee District No. 12 bearing date 3rd January 1839 was produced in open court for probate and was duly proven in open court by the oaths of Creed Penn and Thomas W. Page subscribing witnesses to and on motion ordered to be Certified for registration copy from minutes page 366.

John J. Burnett Clerk
Of Smith County Court

Registered January 14th 1839
Harvey Hogg Reg. of Smith Cty.

William Kyle to William Denny

A female slave named Evaline. 5 January 1839. (Deed Book O p. 496.)

Know all men by these presents that I William Kyle of the County of Smith & State of Tennessee, have for and in consideration of the sum of five hundred Dollars to me in hand paid the receipt of which is hereby acknowledged bargained sold & delivered unto William Denny of the County & State aforesaid, a certain negro girl named Evaline of dark colour aged about twelve years I warrant said girl to be sound healthy & _____, also a slave for life. January 5th 1839.

William Kyle

Witness Wm. Alexander
 Martin Miller

State of Tennessee January Term County Court 1839 _____ the within Bill of sale from William Kyle to William Denny was produced in open court by William Kyle the Bargainer and on motion ordered to be certified for registration. Attest

John J. Burnett Clerk
Of Smith County Court

Regd January 16th 1839
Harvey Hogg Reg of Smith County.