

Wiley Denney to William Manning

40 ¼ acres in District 17. 15 May 1851. (Deed Book V p. 271.)

I have this day bargained and sold and do hereby convey unto William Manning his heirs and assigns for the consideration of the following payments to wit one hundred and fourteen Dollars in hand paid and two hundred and Eleven Dollars payable two years after the date of this day for which sum I have this Day executed my note under seal made payable to Mathias Denny a certain tract or parcel of land lying in Smith County Tennessee at the head of Panther hollow a water of Mulherin Creek in Dist No 17 and bounded as follows viz beginning at a beech on the bank a corner of Willis McClanahan land running thence S 81 W 34 poles to a hickory thence N 85 W 24 P to a sugar tree thence N 60 P to a stake Larkin Corley's corner thence E 36 P to a stake thence N 55 p to a hickory thence E 42 P to a buckeye thence S 52 P to a sugar tree thence E 15 p to a stake thence S 38 P to a stake thence South westwardly with the line to the branch thence up the branch with the meanders of said branch to the beginning containing of Estimation forty and a fourth acres more or less to have and to hold the same to him the said William Manning his heirs and assigns forever I do covenant with the said William Manning that I am lawfully seized of said land 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 William Manning his heirs &c against the lawful claim or claims of all persons whatever in testimony whereof I have warranted set my hand and seal this the 15th of May 1851.

Wiley (his X mark) Denney

Test.

Hiram Manning

John Rollings

Tennessee Smith County Personally appeared before me William V.R. Hallum Clerk of the County Court of Smith County Hiram Manning and John Rollings subscribing witnesses to the within deed who being first sworn deposed and say that they are acquainted with Willy Denney the bargainer & that he acknowledged that he Executed the same for the purpose therein contained witness my hand at office this 30 day of July 1858

Wm. V. R. Hallum Clerk

Red the 3 August 1858 at 10 oclock AM

D.C. Sanders Repr.

George Deney to William Deney

Interest in the estate of Benjamin Denney. 2 December 1853. (Deed Book V p. 279)

State of Tennessee, Smith County I George Deney have this day bargained and sold and do hereby transfer and convey to William Deney and his heirs forever for the consideration of fifty dollars to me in hand paid a share of a certain tract of land an undivided track on which Carrenn Deney now live on and which fell to said George Deney by his heirship from Benjamin Deney Deceased lying in the state of Tennessee Smith County on the waters of Mulherrins Creek and the District No 17 and bounded as follows on the South by J. H. Davis and thence on the west by Lemuel Barnett on the north by G.W. Walker and on the East by John Grindstaff & containing by estimation ninety five acres more or less now I do hereby covenant and bind my self my heirs and representatives to warrant and defend the title of said land or so mutch thereof as may be coming to me when divided to William Deney his heirs and assigns forever against any claim to be made by my self or any person claiming through or under me but no further give under my hand and seal the this December 2nd Day 1853

George Deney

Test

Lemuel Barnett

William Barnett

Tennessee Smith County

Personally appeared before me William V.R. Hallum clerk of the County Court of Smith County Lemuel Barnett & William Barnett subscribing witnesses to the within deed who being first sworn depose and say that they are acquainted with George Deney the bargainer and that he acknowledged the same in their presents to be his act and deed upon the Day it bear date witness my hand at office this 5 day of August 1833

W.V.R. Hallum Clerk

Reg the 5 Aug 1853 at 4 oclock PM

D.C. Sanders Regr.

William Denny to Steward Montgomery

150 acres in District 13. 1 Feb 1851. (Deed Book V p. 455)

I William Denney have this day bargained and sold and do hereby transfer and convey to Steward Montgomery and his heirs forever for the consideration of five hundred Dollars to me in hand paid a tract of land in the state of Tennessee Smith County and District Number 13 containing by Estimation one hundred and fifty acres be the same more or less and bounded as follows in the North & West by James W. Grissom in the South by George Haynes on the East by Alfred Arrington and being the same that John Williams lived on in 1842 & 3 to have & to hold the same to said Stewart Montgomery his heirs & assigns forever I do covenant with the said Stewart Montgomery that I am fully seized of said land have a good right to convey and that the same is unencumbered I do further covenant and bind myself my heirs and representatives to warrant and forever defend the title to said land and every part thereof to the said Stewart Montgomery his heirs and assigns against the lawful claim of all persons whatever this July 1st 1851.

William (his x mark) Denney

Test Johnson Underwood
J.M. Spain

Tennessee Smith County Personally appeared before me William V.R. Hallum Clerk of the County Court of Smith County Johnson Underwood and Jas M Spain subscribing witnesses say that they are acquainted with William Denney the bargainer ____ that he acknowledged the same in their presents to be his act and deed upon the Day it bears date Witness my hand at office this 23rd Day of March 1852.

W. V. R. Hallum

Recd the 12th January 1852 at 10 O'clock am

D.C. Saunders Regr.

William Denny bound to John Fiveash

In the sum of \$880.00. 11 January 1851. (Deed Book W pp. 24-25)

I William Denny bind myself to pay John Fiveash Eight hundred and Eighty dollars. The condition of this obligation is such that whereas the said John Fiveash has this day purchased of me for four hundred and forty dollars on the following payments, to wit, one note of two hundred and twenty dollars due the 25th of December next and for two hundred and twenty dollars due the 25th of December 1852 for which notes under seal have been this day executed to me a tract of land in Smith County District No 13 and State of Tennessee. Bounded as follows beginning on a stake in the Branch on Leroy Bradley's west line and running with the boundaries of the tract of land formerly owned by Mathew Mooningham and bought from him by me such being the same that Clinton Hooks now lives on containing about one hundred and two acres be the same more or less now if I should make or cause to be made to the said John Fiveash his heirs or assigns a good and sufficient title in fee simple with general warranty to said tract of land on the making of the last payment then this obligation to be void this 11 day of January 1851.

William (his x mark) Denny (Seal)

Test A.S. Ewing
Jas R. Hibbett

Tennessee Smith County Personally appeared before me William V.R. Hallum Clerk of the County Court of Smith County Oscar S. Ewing & James Hibbitt Subscribing witnesses to the within Bond who having first sworn deposed and say that they are acquainted with William Denny the obliger and that he acknowledged the same in their presence to be his act and deed upon the day it bears date. Witness my hand at office this 27th day of April 1854.

W.V.R. Hallum Clerk

Received April 27th 1851 at 11 O'clock a.m.

Quintius C. Saunders Repr.

William Denny to John Fiveash

110 acres. 11 January 1851. Deed Book W. pp. 46-47)

Whereas William Denny, who's life time on the 11th January 1851 bargained and sold to John Fiveash Smith County Containing about one hundred and ten acres more or less and on that say Executed a Bond for title to be made when the purchase money was paid to wit four hundred and forty dollars which title bond has been duly registered in the Registers office of Smith County and whereas also since this date of said title bond the said William Denny has departed this life having first made his last will and testament and thereof appointed William C. Denny executor who has duly qualified and whereas also since the qualification of said Executor the said John Fiveash has paid said purchase money therefore for the purpose of completing said sale and resting title in said purchaser this deed made this first day of May Anno Domino Eighteen Hundred and fifty four between said William C. Denny Executor as aforesaid of the one part and said John Fiveash of the other part Witnesseth that in consideration of the premises and the payment of said purchase money and pursuant to the stature in such case made and _____ the said William C. Denney as Executor as aforesaid doth grant convey and Confirm unto the said John Fiveash said tract of land as sold by his testator and described in said title Bond and Bounded as follows Beginning at a stake on the branch on the west line of a tract of land belonging to the heirs of Leroy Bradley decd. And running with the lines of the land formerly owned by Mathew Mooningham and purchased from him by said testator and being the same land which Clinton Hooks lives at this date of said title Bond and containing in all about one hundred and ten acres more or less for a more particular description of the boundaries reference is made to said title Bond and to the deed made to Testator for said land by Jefferson Jones as trustee for said Mathew Mooningham both of which has been Registered in the Registers office of Smith County to have and to hold said tract of land hereby conveyed to the said John Fiveash his heirs and assigns forever together with the hereditaments and appurtenances to said land belonging or appertaining and the said William C. Denny as Executor as aforesaid covenants warrant and defend the right and title to said tract of land and every part thereof to said John Fiveash his heirs and assigns against the lawful claims of all persons whatsoever in as full and ample a manner as he is by law as Executor aforesaid authorized and required but no further or otherwise. In Testimony whereof said William D. Denney as Executor as aforesaid Hath hereunto set his hand and seal on the date herein mentioned.

W.C. Denny (Seal)
Executor of the last will and
Testament of William Deny
Deceased

Executed in our presence 1851 & was paid Enter _____ before execution of this deed
William Hart
Mitchel Perry

Tennessee Smith County Personally appeared before me William V. R. Hallum Clerk of the County Court of Smith County William C. Denny the within named bargainer with whom I am personally acquainted and who acknowledge that he Executed the within deed for the purposes shown contained. Witness my hand at office this 2nd day of May 1854.

W. V. R. Hallum Clerk

Received June 9th 1854 at 1 O'clock P M

Q. C. Saunders Reg.

William and Drucilla Denny and others Chancery Court hearing.

Estate of William Bradley. 1854. (Deed Book W. pp. 133-135)

Be it Remembered that at a Chancery Court began and held at a Court House in the Town of Carthage for the County of Smith in the State of Tennessee on the Second Monday in February it being the thirteenth day of said month Anno Domini Eighteen hundred and fifty four and of the independence of the United States the Seventy Eighth Present the Hon. Broomfield L. Ridley Chancellor &c when court was duly opened &c James B. Jefferys & John H. Bate.

William J. Mcalister O.S. Ewing & wife Evaline L. James R. Hibbits & wife Ruth T.L. Randolph & wife Sarah B. Sanders F. Mcalister and Levine Mcalister by her guardian O.S. Ewing and Elizabeth S. Mcalister by her guardian J.R. Hibbits.

Be it remembered this cause came on to be heard on this the 15th day of February 1853 before his honor Chancellor Ridley and it appearing to the court that process had been duly served on the defts E.L. Payne and wife Sarah B. J.L. Randolph and wife Mary, W.C. Denny and wife Drucilla and that publication had been duly made as to Sanders F. Mcalister and defendants having failed to appear and plead answer or _____ to complainant; bill and be amended confirmed and set for having ex parte as to their execution the cause on for having upon the pleadings and proof in the cause and It satisfactorily appearing to the court that proceeding were entitled in __ county Court of Smith County by the defendant William F. McAlister Vis his codefendant that said cause was _____ to a hearing in said court and a decree was pronounced ordering the sale of said land It further appearing to the court that said land as sold under said decretal order of the court on 2nd October 1851 and the complainant Expresses because the purchaser of lot No 3 of 145 acres at \$10 10/100 per acre and executed his notes according to the terms of the sale and the complainant Bates because the purchaser of the remainder of the land sold and executed his notes It further appeared to the court that in said proceedings in the county court process had not been duly served on all the parties and to proceeds are in other respects _____ the court being of the opinion that of the sale was set aside by this court the defendants would have to refund the purchase money with interest and pay for any improvements made _____ Satisfaction of the court that the land sold for a fair price at the time sold and I will _____ fully for the interest of the parties and especially the _____ that land sale be confirmed and the title vested in the purchasers it is therefore ordered adjudged and ordered by the Court that all the right title and interest of the defendants in the lots nos 1 & 2 in the Serving of said land under the order of the county court given in Smith County district No 12 on the South side of Cumberland River Lot No 1 bounded as follows Beginning at the elm Running thence South 72 poles to N.E. Corner of Wm McAlisters tract two sugar trees and hornbeams Thence south 83 ½ degrees W 114 ½ poles with Said McAlisters North boundary to his North West Corner (a beech and Sugt.) Thence South with his West boundary 16 poles to a Sugar tree thence west 138 poles to a stake in Burdines line. Thence N by West to the River Thence up the river to the Beginning Excluding the grave

yard. Lot No 2 Beginning at a Sugar tree in William McAllisters west boundary and corner of lot No 1 Running thence west 130 poles with South boundary of Lot No 1 to a stake in Burdines line. Thence South 137 East with said line 92 poles to a black ash Fiveashes corner. Thence East with his line 108 poles to M. Micklesons South W. Corner thence north to the beginning Lot No 1 containing about 129 acres and lot no 2 about 66 acres be directed out of them theirs & heirs and Rested in the said John H. Bates his heirs and representatives forever. It is further adjudged and decreed by the Court that all the right title and interest of said defendants and to Lot No 3 lying in said County containing about 145 acres and bounded as follows Beginning at an Elm on the bank of the River the North East Corner of Lot No 1 Running thence up the River to the North East Corner of the whole tract to 2 Elms W.S. Ewing Corner thence south with his line 159 poles to three black walnuts thence East 83 poles to a stake with two beech pointers H. T. Rucks North East Corner thence 49 poles to a red oak. Thence West 17 poles to a beech stump thence south 9 poles to a beech thence west 30 ½ poles to a sugar tree W. McAlisters South East Corner. Thence north to the beginning be directed out of these and vested in the Said James B. Jeffries his heirs & assigns forever and that it _____ compls (?) to said land be quitted as _____ It is further decreed by the court that the commissioners appointed by the county court proceed to collect any balance of the purchase money remaining unpaid and pay the same to those entitled. It is further adjudged and decreed that the defendants pay the decree be certified for Registration.

Smith County I Armistead Moore Clerk and Master of the Chancery Court at Carthage do certify that the foregoing decree is a true copy of the decree made at the February term 1854 in the case of James B. Jeffries and John H. Bates vs Wm. F. McAllister and others. In Testimony whereof I have hereunto set my hand and affixed the seal of said Court at office in Carthage 9th October 1854.

A. Moore Clerk & M.

Recd Oct 10th 1854
At 8 Oclock a m.

Q. C. Sanders Reqr.

Sarah & L.C. Taylor & John Denney to William Denney

Interest in the estate of Benjamin Denney. 6 November 1855. (Deed Book W p. 152.)

State of Tennessee Smith County I John Denney and Leonard Taylor Sary Taylor have this day bargained and sold and do hereby transfer and convey to William Denny and his heirs forever in consideration of the sum of one hundred dollars to them in hand paid for their shares of a certain tract of land undivided tract on which Cary Denny now lives and which fell to them by kinship from Benjamin Denny decd lying in the State of Tennessee Smith County on the waters of Mulherrins Creek and District No 17 and bounded as follows on the south by J.H. Jarvis on the West Lemuel Barnett on the North by Thomas Kitchen on the East by Richard Belcher containing by estimation ninety five acres by the same more or less. Now see _____ Security coming and bind ourselves and our herein said representations to warrant and defend the title to said land so much whereof as may be coming to us when divided to William Denny his heirs and assigns for against any claim to be made self or any person claiming therein under us but no further. Given _____ our _____ and seals this 6th day of November

Sarah Taylor [her mark]

L.C. Taylor [his mark]

John Denney

Tennessee Smith County Personally appeared before me William V.R. Hallum Clerk of the County Court of Smith County Leonard C. Taylor and John Denny the within named bargainers and that they acknowledged that they Executed the within deeds for the purposes therein Contained and Sarah Taylor having also personally appeared before me privately and apart from her husband the said Leonard C. Taylor acknowledging the Execution of said to have been done by her freely voluntarily and understanding by without compulsions or restraint from her said husband and for the purposes therein Expressed, Witnesseth W.V.R. Hallum Jurst County Court Clerk at office this 8th dy of November 1854 W.V.R. Hallum Clerk

Recd November 8th 1855

At 11 Oclock AM

D.C. Sanders Reg.

Merideth Ballenger to John Denney

A lot of property. 5 February 1855. (Deed Book W p. 265)

For the consideration of one dollar to me in hand paid I have this day bargained and sold and do hereby transfer and convey to John Denny Trustee the following property, to wit, one cart and yoke of steers, one clock one bed and furniture one Beaureau one Gray mare 2 yearlings. To have and to hold the above property to the said John Denney his heirs and assigns forever but this deed is made for the following use and trusts and for no other purpose that is to say I am indebted to Thomas Ballinger by Note and Account for lent money for about the sum of one hundred and twenty five dollars now if I should pay the above debt in or before the first day of Jan [or June] 1856 then this deed to be void. But in case of a failure to pay Said debt then the said Trustee shall by the direction of said Thomas Ballinger advertise said property and sell it to the highest bidder for cash and appropriate the proceeds to the satisfaction of said debt. Secondly to pay the balance of any there[?] to Mr. Rust It is agreed and understood that the said Tho Ballinger is authorized to sell or trade said property by the proceeds being appropriated to the satisfaction of same det. Given under My hand and Seal this 5th day of February 1855
Merideth Ballinger

State of Tennessee Smith County Personally appeared before me William
V.R. Hallum Clerk of the County Court of Smith County Meredith Ballinger the within
named bargainer with whom I am personally acquainted and who acknowledged that I
Excecuted the within deed of Trust for the purposes therein contained Witness my hand
at office this 5th day of Feby 1855

W.V.R. Hallum Clk

Recd Feby 5th 1855
At 5 Oclock PM

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