2 Tracts in 5th Civil District 12½ acres.

hand paid, the receipt of which is hereby acknowledged, two certain parcels of land, situated in the 5th Civil District of Davidson County, bounded as follows: the 1st, Beginning at a stone planted in Peter Reaves' east line and running thence east about 52 poles, with his line to a stone at the south of a Gum; thence south about 8 poles to a stake; thence southwest with A. Tucker's line 36 poles to a White Oak marked as a corner; thence west about 38 poles to a stake in B. B. Hays' field; thence N.16 E.39 poles to the beginning, containing 12¼ acres; Also one other piece situated at the Antioch Depot, on the Chattanooga Rail Road, and bounded as follows; on the north, west and east by A. P. Ernistead, and on the south by the Rail Road; being ¼ of an acre, more or less; both being out of the lands inherited by the said W. B. Hays from the estate of his father and Grandfather. See Book O. Page 405, of the Chancery Court Records of said County. To have and to hold, to the said A. P. Ernistead, his heirs and assigns forever. I covenant with the said A. P. Ernistead that I am lawfully seized and possessed of said land, have a good right to convey it, and that the same is unencumbered. I further covenant to warrant and defend the title to the said land, to the said A. P. Ernistead his heirs and assigns, against the lawful claims of all persons whatsoever.

W. B. Hays.

Witness my hand this 8th day of January, 1874.

C. H. Eastman

State of Tennessee, Davidson County. Personally appeared before me, C. H. Eastman Deputy Clerk of the County Court of said County, the within named W. B. Hays, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the annexed instrument for the purposes therein contained. Witness my hand, at office, this 8th day of January, 1874.

C. H. Eastman, Deputy Clerk

(Recd January 8th 1874 at 2:45 P. M.)

Registered January 12th 1874.

Mary J. McCreery to Thos Wells Deed

North ½ of Lot No. 162 of Haynes' Add.

I, Mary J. McCreery, of St. Louis, Missouri, have this day bargained and sold, and do hereby transfer and convey, unto Thomas Wells, his heirs and assigns forever, for the consideration of Seven Hundred and twelve 50/100 Dollars, paid and secured to be paid as hereinafter set forth, a lot, tract or piece of land in Davidson County, Tennessee as follows: Being the north half of Lot Number one hundred and sixty two (162) of Haynes' Addition to Nashville, the plan of which is in Minute Book B. of the Chancery Court at Nashville, Page 84: Beginning on the western line of Gay Street on the dividing line between Lots one hundred and sixty one and one hundred and sixty two; running thence along said Street southwardly forty seven (47) feet six (6) inches; thence from said Street through the centre of said lot 162, one hundred and forty feet to an alley; thence along said alley northwardly fifty (50) feet to the line of lot number No. 161; thence along said line one hundred and forty (140) feet to the beginning on Gay Street. The consideration above mentioned of Seven Hundred and twelve 50/100 Dollars paid and secured to be paid as follows: One Hundred and Seventy eight 12/100 Dollars is paid in cash; and for the balance the said Wells has given his Three notes, each for $178.12/100 Dollars, dated April 22nd 1873, payable in 1-2 and 3 years, with interest from date, to the order of Mary J. McCreery, at the 3rd National Bank of Nashville. A lien is hereby retained on said property until said purchase money is paid in full. To have and to hold the same, with the hereditaments and appurtenances, to the said Thomas Wells, his heirs and assigns forever. I covenant and agree to and with the said Thomas Wells that I am lawfully seized and possessed of said land, have a good right to convey it, and that the same is unencumbered. I further covenant and agree and bind myself, my heirs and representatives to warrant and forever defend the title to the said land, and every part thereof, to the said Thomas Wells, his heirs and assigns, against the lawful claims of all persons whatever. In testimony whereof, witness my hand and seal, this 22nd day of April, 1873.

Mary J. McCreery (Seal)

Lien released on page 86 of book No. 58.

State of Missouri, St. Louis City & County. Personally appeared before me, James D. Garland, a Commissioner for Tennessee in and for St. Louis City and County aforesaid, the within named Mary J. McCreery, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Deed for the purposes therein contained. Witness my hand and official Seal, at office, this first day of May, A.D. 1873.

J. D. Garland, Commissioner for Tennessee at St. Louis City, Missouri.

(Recd January 8, 1874, at 3:53 P.M.)

Registered January 12th 1874.

Thomas Wells to Mortgage Alfred McGavock

North ½ of Lot No. 162 of Haynes' Addition.

For and in consideration of the sum of Three Hundred ($300.) Dollars, to me cash in hand paid, receipt of which is acknowledged, I, Thomas Wells, of Davidson County, State of Tennessee, have this day sold, and do by these presents transfer and convey unto Alfred McGavock, of same County and State, his heirs and assigns forever, a certain piece or Lot of land in said County and State, and being described as follows, to-wit: Being the Northern half of Lot No. 162 on plan of and in Section Two (2) of Haynes' Addition to Nashville, the Plan of which is recorded on page 84 of Minute Book B. of the Chancery Court at Nashville: Beginning on the Western line of Gay Street, on the dividing line between Lots Nos. 161 and 162; running thence along said Street, Southwardly, forty-seven (47) feet six (6) inches; thence from said Street through the centre of said Lot No. 162 - one hundred and forty (140) feet to an alley; thence along said alley, Northwardly, fifty (50) feet to the line of Lot No. 161; thence along said line one hundred and forty (140) feet to the beginning on Gay Street; being the same Lot conveyed to me by Mrs. M. J. McCreery, by Deed recorded in Book 50, page 408, R.O.D.C. To have and to hold to the said Alfred McGavock, his heirs and assigns forever. I covenant with the said McGavock that I am lawfully seized of said land, have a right to convey it, and that it is unencumbered, except by a lien in favor of Mrs. McCreery to secure the purchase money. I further covenant and bind myself, my heirs and legal representatives to warrant and forever defend the title to the said land, to the said Alfred McGavock, his heirs and assigns, against the lawful claims of all persons whatever. But this conveyance is in trust, and for the following purpose and none other, to-wit: I have this day borrowed of the said McGavock the aforesaid sum of Three Hundred Dollars, which is evidenced by my promissory note, of even date herewith, payable to his order eighteen (18) months after date, with interest from date until paid at the rate of Ten (10) per centum per annum. Now, if I pay said note and interest at maturity, then this conveyance is to be null and void. But should I fail to pay said note and all interest accrued thereon, or any portion of either, at maturity, then and in that event the said McGavock, if he so elects, is hereby authorized and empowered, after advertising the time, place and terms of sale for thirty (30) days in one of the Nashville Daily Newspapers, to sell said Lot and all improvements thereon, at public auction, at the Court House door, in Nashville, to the highest