point at the centre of intersection of the Bagley Pike and Heiman street; running thence Westwardly, in the middle of said Heiman street, South 74.5° West, twenty eight (28) poles or 462 feet to a stake or point; thence South 15° East five hundred and fourteen (514) feet or 31.12 poles to a stake or point; thence North 74.5° East thirty three 57/100 (33.57) = or 553 feet to a stake or point in the centre of Bagley Turnpike; thence North 23½° West five hundred and eighteen (518) feet or 31.39 poles to the stake or point at the beginning - And containing five acres and one hundred and fifty eight poles (5 a. 158 p.), according to the estimate of R. F. Woodward, surveyor, in his survey made Oct. 20th 1868 - Being the same premises which were conveyed to the said Michael Ihle by G. H. Harding, by deed dated the 4th day of Decr. A. D. 1868, and recorded in book No. 39, page 730, in the Register's Office in the County of Davidson aforesaid. All of which above described premises were conveyed to the said William H. Ihle by the said Michael Ihle, by deed of even date herewith. And all the estate, title and interest of the said William H. Ihle, either in law or in equity, of, in and to the said premises; together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof. To have and to hold the same, to the only proper use of the said Anna Ihle, her heirs and assigns forever. And the said William H. Ihle for himself, and his heirs, do hereby Covenant with the said Anna Ihle, her heirs and assigns, that the said premises are free and clear from all encumbrances by, from, through or under the said grantor; and that he will forever warrant and defend the same, with the appurtenances, unto the said Anna Ihle, her heirs and assigns, against the lawful claims of all persons, claiming by, from, through or under the grantor herein. In witness whereof, the said William H. Ihle has hereunto set his hand and seal, this 31 day of December, in the year of our Lord One thousand eight hundred and seventy five.

William H. Ihle (Seal)

Signed, sealed and acknowledged in presence of us: Wm B. Meyer, Saml. S. Carpenter

State of Ohio } S.S. Personally appeared before me, Samuel S. Carpenter, a Commissioner of deeds &c.
County of Hamilton } for the State of Tennessee in the State of Ohio, duly appointed and commissioned by
City of Cincinnati } the Governor of Tennessee, for Ohio, to take therein the acknowledgments of deeds &c. to be recorded or used in Tennessee, the above named grantor and bargainor William H. Ihle, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained. Witness my hand and seal of Office, this 31 day of December, A. D. 1875. (Seal) Saml. S. Carpenter, Commissioner for Tennessee, in Ohio.

(Reid Jany. 31st 1876, at 2:20 P.M.)

T. J. Harding et ux
to
N. Bennet
Deed

Nos 36 & 37, J. M. & T. J. Harding's addn

Registered Febry 8th 1876.

I, M. A. Harding, of Davidson County, Tenn, have this day bargained, sold, aliened and conveyed, and do hereby bargain, sell, alien and convey unto N. Bennet, his heirs and assigns forever, for the consideration of Three hundred and twenty five dollars, paid and secured to be paid as is herein set forth, a tract or piece of land in Davidson County, Tennessee, as follows: Being lots number thirty six (36) and thirty seven (37) in Plan of lots as registered in Register's Office of Davidson County, Tenn, in book twenty one (21), page eighty one (81) as per Plan said lots front each fifty feet on Jefferson street and run back, between parallel lines, one hundred and fifty feet to a sixteen foot alley. The consideration above mentioned of Three hundred and twenty five dollars, being secured to be paid as follows: Twenty five dollars in cash, the receipt of which is hereby acknowledged; and this note of this date, payable one day after date, in merchandise on demand, for Three hundred ($300.) dollars. To have and to hold, to the said N. Bennet, his heirs and assigns forever. I Covenant and agree to and with the said Bennet that I am lawfully seized and possessed of said land, have a good right to convey it, and that the same is unincumbered. I further Covenant and agree, and bind my heirs and representatives, to warrant and forever defend the title to the said land, to the said Bennet, his heirs and assigns, against the lawful Claims of all persons whatever. This third day of November, 1871.

M. A. Harding.
T. J. Harding. (50¢ R.S.)

Witness: J. J. Brown, Pierre Clement

State of Tennessee } Personally appeared before me, N. G. Ewin, Clerk of the County Court of said County, the within
Davidson County } named M. A. Harding, the bargainor, with whom I am personally acquainted, and acknowledged that she executed the annexed instrument for the purposes therein expressed. And M. A. Harding having personally appeared before me, privately and apart from her husband, acknowledged that she executed said instrument freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed. Witness N. G. Ewin, Clerk of said Court, at Office, this 2 day of November, 1871.

N. G. Ewin, Clerk; By C. W. Eastman, D. C.

State of Tennessee } Personally appeared before me, James F. Bell, Clerk of the County Court of said County, J. J.
Davidson County } Brown and Pierre Clement, subscribing witnesses to the attached Deed, who being first duly sworn, depose and say; that they are personally acquainted with the within named T. J. Harding, the bargainer, and that he acknowledged the same in their presence to be his act and deed for the purposes therein contained. Witness my hand, at Office, this 31 day of January, 1876.

James F. Bell, Clerk

(Reid Jany. 31st 1876, at 3:52, P.M.)

Ewin Pendleton & Co.
to
Deed
Ewin Pendleton & Co.

Registered Febry. 8th 1876.

We, John H. Ewin and John F. Pendleton, members of a Co-partnership formed on Jany 1st 1872, under the name of Ewin, Pendleton & Co., which has since that time carried on a wholesale Drug business, in Nashville, Tennessee, in a Store-house, No. 58, on the North side of the Public Square, and which Co-partnership is designated on the books of the Concern, as Nos. 5 & 6, in order to distinguish it from previous firms which have done business under the same name, for the Consideration hereinafter mentioned, and other good and valuable Considerations, have granted, bargained, sold, assigned, transferred, set over and conveyed, and by these presents do grant, bargain and sell, assign, transfer, set over and convey unto H. Ewin Pendleton, his heirs and assigns, all and singular the lands, tenements and hereditaments of the said firm of Ewin, Pendleton & Co., Nos. 5 & 6, wheresoever situate; all the goods, chattels, wares and merchandise belonging to said firm, No. 5 & 6, in said Store-house, No. Public Square, or at any other place whatever: Also all bills, bonds, notes, bills receivable, book accounts, claims, demands, judgments, choses in action, evidences of debt, books of accounts, together with all papers, documents and vouchers relating thereto; and generally, all the property, real, personal and mixed, and wheresoever situate, belonging to said firm of Ewin, Pendleton & Co., Nos. 5 & 6, with the following exceptions and reservations, but none other, to wit: 1st, it is distinctly understood and agreed that none of the property, effects or assets belonging to the previous firms of Ewin, Pendleton & Co., known as Nos. 1, 2, 3 & 4, or to John H. Ewin or John F. Pendleton individually, are embraced or conveyed by this instrument: 2d, it is also understood that any debts that may be due from said firms, known as Nos. 1, 2, 3 & 4, or either of them, or from John H. Ewin or John F. Pendleton individually, or either of them, to said firm of Ewin, Pendleton & Co., Nos. 5 & 6, are not embraced in or conveyed by this instrument, but are reserved and excepted from its operation. To have and to hold the property hereby conveyed, with the exceptions and reservations mentioned above, and every part and parcel thereof, with the appurtenances, to the said H. Ewin Pendleton, his heirs, executors, administrators and assigns. The consideration of this sale and conveyance, is among other things: that whereas, the said firm of Ewin, Pendleton & Co., Nos. 5 & 6, have failed in business, and are indebted to various persons by note, account and otherwise; and are also liable as endorsers or sureties for various persons: the said H. Ewin Pendleton has agreed to pay to said Creditors twenty five cents in the dollar of their indebtedness, whether due direct from said firm No. 5 & 6, or by said firm as endorsers or sureties for others. But it is understood, however, that said agreement does not extend to the paying of any debt or debts that may be due from said firm, No. 5 & 6, to either of the preceding firms, known as Nos. 1, 2, 3 & 4, or to any debt or debts that may be due from said firm, No. 5 & 6, to said