tained. Witness my hand at Office this 7 day of December, 1876. John G. Reutrikin, Clerk.
State of Tennessee } Personally appeared before me, C. H. Eastman Deputy Clerk of the County Court of said County,
Davidson County } the within named Kirkland Eberhard, 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 14 day of December, 1876.
Recd and rd Dec. 14, 76, at 10:40 A.M. C. H. Eastman, Deputy Clerk.

S. S. Kennedy
to
Thos. J. Marr

Registered Decr. 15th 1876.

On Oct. 12th 1874, Patrick McKeon executed to Lawrence S. Kennedy a mortgage to secure two notes therein set forth, which mortgage is recorded in the Register's Office at Nashville, in book 52, on pages 129 & 130 & 131, and is hereby referred to for its entire contents. By said Mortgage authority was given to said Kennedy, in case said notes were not paid at maturity, to sell the property, subject to said mortgage, at public auction, at the Court House door in Nashville, with the improvements thereon, for cash, free from the equity of redemption, after advertising for twenty days in some Nashville daily newspaper, the time, place and terms of sale. Said notes not being paid at maturity, but both being wholly unpaid on Nov. 18th 1876, with interest thereon, thereupon said Kennedy, in accordance with the provisions of said mortgage, advertised for twenty days in the Nashville Banner, a daily newspaper published in Nashville, the time, place and terms of sale of said property - said time being Decr. 13th 1876, at 12 o'clock, noon, said place being said Court House door, and said terms cash, free from the equity of redemption; And thereupon, at said time and place, and in strict accordance with the provisions of said mortgage, said property was sold at public auction, and struck off as follows; The ground formerly conveyed to said McKeon by Thos. J. Flemming & wife, by deed recorded in said Register's Office at Nashville, in book 34, page 290 - 8, was struck off to Thomas S. Marr, the last and highest bidder, at the sum of Two thousand three hundred and fifty ($2,350.) dollars. Said property is situated in Davidson County, Tennessee, and described as follows; A piece of ground, Beginning at a point on the West side of South College street, in Nashville, to Southeast corner of N. M. Mallory's lot; thence running with said Mallory's South line, Westwardly one hundred and twenty eight feet to the twenty foot alley between College & Cherry streets; thence Southwardly, with said alley, fifty feet to a point thereon; thence Eastwardly, parallel with the first line, one hundred and twenty eight feet; and thence Northwardly fifty feet to the beginning. The ground formerly conveyed to said McKeon by Edward Lennan, by deed in said Register's Office in book 53, page 488, was struck off to Thomas S. Marr, the last and highest bidder at the sum of Five hundred ($500.) dollars. Said ground is situated on the West side of College street, in South Nashville, and bounded as follows; Beginning at the Southeast corner of the first mentioned lot, and running with the Southeast line of said lot, Westwardly, one hundred and twenty eight feet to the twenty foot alley between College & Cherry streets; thence Southwardly, with said alley, fifty feet; thence Eastwardly, parallel with the first mentioned line, one hundred and twenty eight feet to College street; and thence Northwardly, with said street, fifty feet to the beginning. Five undivided half interest of said McKeon in each one of the five following parcels of ground was struck off to Thomas S. Marr at the sum of one hundred and twenty dollars for said interest in each lot, making Six hundred dollars for the interest in all five lots. All of said lots are situated in the Ninth Civil District of Davidson County, and are severally bounded as follows; 1, On the North by the land formerly belonging to Mr. Mallory; On the East by the Nolensville Pike; On the South by the land formerly belonging to McAlister & Mallory; And on the West by the land of Hamilton being the One and two-sevenths acres formerly conveyed by Thos. J. Flemming & Elizabeth V. Flemming to McKeon, McAlister & Mallory, by deed recorded in said Register's Office, in book 44, page 79: 2, On the East by the Nolensville Pike; On the South & West by what was known as the Payne estate; and on the North by the land formerly belonging to McAlister & Mallory - being the One and two-sevenths

acres formerly conveyed by Josiah Mallory to said McKeon & McAlister & N. Mallory, by deed recorded in said Register's Office, in book 43, page 11: 3; On the East by the Nolensville Pike; On the South & West by said Payne estate; And on the North by the land formerly belonging to said McAlister & Mallory - being the ground formerly conveyed to McKeon, McAlister & Mallory by Mary Mallory, by deed recorded in said Register's Office, in book 43, page 11: 4; On the North by the lands formerly belonging to Thos. J. Flemming & wife; On the South by those formerly belonging to the Mallory heirs; On the West by Hamilton's lands; And on the East by the Nolensville Pike - being the one and two-sevenths acres formerly conveyed by C. N. Mallory to McAlister & McKeon, by deed recorded in said Register's Office, in book 42, page 3 & 4: And 5; On the East by the Nolensville Pike; On the South & West by what was known as the Payne estate; And on the North by the lands formerly belonging to McAlister & Mallory - being the ground formerly conveyed to McKeon, McAlister & Mallory, by deed recorded in said Register's Office, in book 42 page 709. All of the records mentioned in this instrument are specially referred to for all their contents, and particularly for a description of the premises contained in them, respectively. And said Marr having complied with the requirements of said sale; Now, therefore, the said Kennedy hereby, by virtue of the premises and the power vested in him by said mortgage, transfers and conveys to said Marr, to have and to hold to him, and his heirs forever, free from any equity of redemption, the two parcels of ground first mentioned and described aforesaid, and the undivided one-half interest of said McKeon in the last mentioned and described five parcels of ground. Those five parcels, however, as described, exclude two lots formerly sold by McAlister & McKeon & Mallory to James Crim & Wm. Scott, which two lots are of course excluded from this Conveyance. Witness the hand of said Kennedy, this December 13th 1876.

Lawrence S. Kennedy.

State of Tennessee } Personally appeared before me, C. H. Eastman, Deputy Clerk of the County Court of said County,
Davidson County } the above named Lawrence S. Kennedy, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the annexed instrument for the purpose therein contained. Witness my hand, at Office, this 14 day of December, 1876.
(Recd Decr. 14th 1876, at 10:42 A. M.) C. H. Eastman, Deputy Clerk.

W. Whitesworth & Wife
to
Deed
Wm. Whitesworth

Registered Decr. 15th 1876.

Know all men by these presents; That I, W. N. Whitesworth, Trustee, of the one part and Wm. Whitesworth of the other part, Witnesseth; That whereas, heretofore, to wit; On the 16 day of May 1868, Wm. Whitesworth executed a deed of trust to one P. Garrett, who is now dead, And whereas, hereafter, to wit; At the July Term 1876, of the County Court of Davidson County, Tennessee, the said Gibson with all the parties having any interest in the property conveyed in said deed of trust petitioned in the County Court of said County, and prayed the appointment of a Trustee, upon the ground that it was necessary to have a Trustee in place of said Garrett, to execute said deed of trust - and all parties agreed, in writing, that the said W. N. Whitesworth should be appointed in the room and stead of said Garrett: Whereupon the Court decreed that he should be appointed, and did, by decree, appoint him Trustee, with all the powers and rights of said Garrett under said deed of trust, which decree is entered of record in Minute Book No 7, on pages 97 & 98 - And he gave bond and security for his performance of said trust, on the 31 day of July 1876, and qualified as such; And whereas, the said deed of trust provided, that in case the debts thereby secured were not paid by a certain day, to wit; the 1st day of Oct. 1869, then the said Trustee was directed, after giving thirty days public notice, to sell said land and lot, at the Court House door, or so much thereof as would pay the debts, costs, and for cash; And whereas, every effort has been made, since the 1st day of Oct. 1869, to sell said land and lots, but it has been found impossible to do so, and the said Gibson, and all persons interested in said property under the deed, believing it for the best interest of all that the said property, except the five herein conveyed, should be sold for