16 feet on Jefferson street

of Nashville, County and State aforesaid, to wit; Commencing on the Southwest corner of Jefferson and Cherry Streets; running West, along Jefferson street, sixty one feet, more or less, to George Leander's line; thence Southwardly, with Leander's line, to the back of said lot; thence Eastwardly seventy four feet, more or less, to Cherry street; thence Northwardly, with Cherry street, to the beginning - being the same lot conveyed to Jos. Vogt by G. A. Goltz, by deed registered in the Register's Office of Davidson County aforesaid, in book 30, page 245. To have and to hold the said tract or parcel of land, to the said William Kempkau, his representatives and assigns forever. And the said Joseph Vogt Covenants that he is lawfully seized of said land and premises, has good right to convey the same, and that the same are unencumbered. And he further Covenants that he will warrant and defend the title to said land and premises, to the said William Kempkau, his representatives and assigns, against the lawful claims of all persons whomsoever, forever. But this Conveyance is made for the following uses and trusts, and for no other purpose, that is to say; The said Joseph Vogt is indebted, this day, to G. F. Nachtigal in the sum of Four hundred dollars, borrowed money, borrowed for the purpose of paying off existing liens upon said property herein above described, for which sum he has executed his promissory note to the said G. F. Nachtigal, payable one year after date to his order, with ten per cent interest from date until paid - said note for Four hundred dollars bearing even date herewith, and the interest thereon payable semi-annually; The said Joseph Vogt further agrees and binds himself to pay and satisfy all the taxes due or that may become due upon said property during the continuance of this trust, and to keep the house thereon insured in some solvent and reliable Insurance Company for at least the sum of Four hundred dollars, for the use and benefit of said G. F. Nachtigal: Now, if the said Joseph Vogt shall pay and satisfy said note, and the interest thereon, at maturity, and shall perform all and singular the other terms and conditions hereinabove related, then this Conveyance shall be void; But if he should fail to pay said note and interest as set forth, or should fail to pay the taxes on said property or to keep the house thereon insured as agreed upon, then the said William Kempkau, as Trustee, shall have the right to enter upon and take possession of said land and premises; and after advertising the time and place of sale, for twenty days, in one of the daily papers published in Nashville, may sell the same at public outcry to the highest bidder for cash - and apply the proceeds, First, to the payment of all necessary costs and expenses incident to the execution of this trust; Second, to the payment of said note and interest; And third, the balance, if any, to the said Joseph Vogt. The said Joseph Vogt and wife, Christina Vogt, hereby waiving the benefit of all homestead and exemption laws under the Constitution and laws of Tennessee. In witness whereof, we have hereunto set our hands, this 27 day of January 1877.

Released on page 208 of Book 60.

Joseph Vogt. Christina Vogt.

State of Tennessee, Davidson County. Personally appeared before me, James T. Bell, Clerk of the County Court of said County, the within named Joseph Vogt & Christina Vogt, the bargainors, with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein expressed. And Christina Vogt, wife of the said Joseph Vogt, having personally appeared before me, privately and apart from her husband, the said Joseph Vogt, acknowledged the execution of the said instrument to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed. Witness my hand, at Office, this 7 day of Febry. 1877.

(Reid Febry. 7th 1877, at 12:50 P.M.)

James T. Bell, Clerk.

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Registered Febry. 16: 1877.

W. D. Cowgill to N. Breen

The $270. mentioned in the mortgage recorded in book 56, pages 417 & 418, R.O.D.C., having been paid in full, I hereby release the same, and quitclaim any interest I have in the property therein described.

Febry. 7th 1877.

W. D. Cowgill.

State of Tennessee, Davidson County. Personally appeared before me, James T. Bell, Clerk of the County

Release in Book 66 - page 3.



Court of said County, the within named W. D. Cowgill, 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 7 day of February, 1877.

(Reid Febry. 7th 1877, at 1:24 P.M.)

James T. Bell, Clerk.

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Geo. T. Cowgill to N. Breen — Deed

30 feet on the Lebanon Pike

Registered Febry. 17: 1877.

This Indenture, made, the 6 day of Febry. 1877, between Geo. T. Cowgill, of the County of Davidson and State of Tennessee, of the first part, and Nick Breen, of the same place, of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of Five hundred dollars to him duly paid, before the delivery hereof, and the receipt whereof is hereby acknowledged, hath bargained and sold, and by these presents doth grant and convey to the said party of the second part, his heirs and assigns forever, All and entire that certain piece or parcel of land lying and being in the County of Davidson, and State of Tennessee, and which is known and described as follows, to wit, Viz: Beginning in the center of the Lebanon Turnpike road, at a point thirty six feet East of N. T. Cowgill's East corner; thence with the center of said Road to Fisher's corner; thence with said Fisher's line to James Morgan's line, the same being in a North direction; thence with Morgan's line thirty feet to a point; thence South with a line parallel with the first line, to the beginning - together with all and singular the tenements, hereditaments and appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part doth hereby covenant and agree with the said party of the second part that, at the time of the delivery hereof, the said party of the first part is the lawful owner of the premises above granted, and seized thereof in fee simple absolute; and that he will warrant and defend the above granted premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever. This day of February, 1877. G. T. Cowgill.

State of Tennessee, Davidson County. Personally appeared before me, James T. Bell, Clerk of the County Court of said County, the within named G. T. Cowgill, 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 7 day of February, 1877.

(Reid Febry. 7th 1877, at 1:24, A.M.)

James T. Bell, Clerk.

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N. Breen to W. D. Cowgill — Deed

Nos. 381 & 383, Murfreesboro Pike

Registered Febry. 17: 1877.

This Indenture, made, the 6 day of Febry. 1877, between N. Breen, of the first part, and W. D. Cowgill, of the second part, both parties residing in the County of Davidson, and State of Tennessee, Witnesseth: That the said party of the first part, for and in consideration of the sum of Four hundred and fifty dollars to him duly paid before the delivery hereof, hath bargained and sold, and by these presents doth grant and convey to the said party of the second part, his heirs and assigns forever, all that certain piece or parcel of land lying and being in the County of Davidson, and State of Tennessee, and which is known and described as follows, to wit; Being two Lots, known as Nos. 381 & 383, fronting 36½ feet each on the Murfreesboro Turnpike; and which were sold to Nolen & Breen, according to deed recorded in Register's Office of Davidson County, Tenn, in book 44, pages 402 & 403 - together with all and singular the tenements, hereditaments and appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part doth hereby covenant and agree with the said party of the second part that, at the time of the delivery hereof, the said party of the first part is the lawful owner of the premises above granted, and seized thereof in fee simple absolute; and that he will warrant and defend the above granted premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever. Witness my hand and seal, this 6 day of February, 1877.

N. Nicholas Breen.

State of Tennessee, Davidson County. Personally appeared before me, James T. Bell, Clerk of the County Court