covenant and agree and bind myself, Heirs and Representatives, to Warrant and forever defend the title to the said Land, to the said Executors, their Heirs and assigns, against the lawful claims of all persons whatever. Witness my hand and seal this 16th day of December 1878.

John L. Smith (seal)

State of Tennessee:
Davidson County: Personally appeared before me, J. K. McCann clerk, of the County Court of said County, the within named John L. Smith the bargainor with whom I am personally acquainted, and who acknowledged that he executed the foregoing deed for the purposes therein contained. Witness my hand at office, this 16th day of December 1878. J. K. McCann, Clerk.

(Recived January 30th 1879 at 1:35 P.M.)

J.C. Kirkpatrick, To W. Deed of Trust N.K. Patterson

46 Acres & 20 on Whites Creek Pumpike

128 Acres on Whites Creek

38 Acres on Whites Creek

Registered February 8th 1879.

Whereas Sarah N. Kirkpatrick wife of J. C. Kirkpatrick in 1871, received a legacy of Fourteen Hundred Dollars from the estate of her Sister Mary A. Mumford. That previous to the Death of the Father of the said Sarah he gave to her a tract of land Situated in the County of Montgomery State of Tennessee, which was rented out by her said Husband for four years at a rental of one Hundred and Fifty Dollars per annum. In 1873. this tract of land was sold and conveyed by the said Sarah and her said husband for one thousand Five Hundred Dollars. The funds aforesaid went into the hands of the said J. C. Kirkpatrick with the distinct understanding and agreement at the time of reception by him, that they should be invested in land by him, for the sole use and benefit of his wife the said Sarah N. Kirkpatrick. That on the 10th of January 1873, when the said J. C. Kirkpatrick had in hand of the fund aforesaid, twenty two Hundred and Twenty Five Dollars and 70 cents, and when he expected over to have in hand Fifteen Hundred Dollars additional of his wifes means, and which he did soon thereafter, realize. he purchased of John A. Vaughn a tract of land Situated in the County of Davidson, State of Tennessee, bounded thus: Beginning at a Stake in the centre of the Whites Creek turnpike road, over a culvert running North 31¼ West, 11.50 poles to a Stake in the centre of said road thence South, 57 West, 91 Poles to a Stone: thence North, ½ East, 59. poles to a Stake in the centre of Whites Creek: thence with the meanders of said Creek, and a stone fence 90 poles to the beginning, Containing Forty Six acres and 20 poles. For the consideration of Four thousand Dollars, one half to be paid in Cash and the residue at twelve Months from from January 8th 1873. On the 19th of December 1872, and when the said J. C. Kirkpatrick had funds of his wife in hand, and was expecting to realize additional means of hers as aforesaid, devised from the resources aforesaid, he and C. D. Vaughn agreed to buy a tract of land situated in the State and County aforesaid bounded South by the lands of A. R. Wiggs, East by lands of A. P. McGinnis, West by the lands of Bysor, and North by the lands of A. L. P. Green, containing about thirty Five and one half acres, of N. Baxter C. & N. W. of the Chancery court at Nashville, Penn, for Thirty Five Hundred Dollars, one half to be paid in Cash and the residue at twelve Months, and did purchase the same, and a deed was accordingly made on 10th of January 1873. See

the deeds made by Vaughn and Baxter to the respective tracts aforesaid, in the Registers office, of Davidson County, Penn, in Books No. 40 page 364, No. 48 page 450; Since the purchase of Baxter the said C. D. Vaughn and the said J. C. Kirkpatrick have by deed of record in the office of the Register, aforesaid divided the tract so bought of him, See Book No. 52. page 346. by which division all but about three and one half acres of said tract fell to the said J. C. Kirkpatrick, on the 2nd of March 1878. C. Lanier as the Administrator of John Bysor conveyed to the said J. C. Kirkpatrick a tract of land Situated in the State and County aforesaid, bounded thus: Beginning at a joint on the west side of Whites Creek Pumpike Road, running S. 1° W. 98 10 poles: thence S. ½° W. 92.7 poles, to George Andersons North boundary line: thence N. 89° W. 3. poles: thence N. 80° W. 35 poles, to Whites Creek: thence up the Creek with its meanders N. 48° W. 6½ P. N. 45. W. 28 P. N. 21¼. W. 34. P. N. 32¼° W. 18. P. N. 21. W. 18. P. N. 11½° E. 16. P. N. 26. E. 24. P. N. 6. E. 30 Poles to Dr. Crocketts line thence East, 42 poles: thence South 3 2/100 poles: thence 89° E. 76. poles, to the beginning: Containing 128 acres more or less by deed of record in the office of the Register aforesaid, in Book No. 60. page 158. subsequently the said J. C. Kirkpatrick sold and conveyed all of this tract except about thirty Eight acres to W. N. P. Crockett by deed of record in the office aforesaid in Book No. 60. page 228. This 38 Acres lies adjoining the two first mentioned tracts aforesaid, that the said twenty two hundred and twenty five Dollars and 70 Cents funds of the said Sarah N. Kirkpatrick as aforesaid was used in making the cash payments to John A. Vaughn and N. Baxter in the purchase of the lands of them aforesaid. And the said fifteen Hundred Dollars of the said Sarah N. Kirkpatrick expected to be realized by her said husband as aforesaid, was realized and went to his hands in 1873, under the understanding and agreement aforesaid that it should be invested for her in land as aforesaid, as well as the other fund aforesaid, which was received as aforesaid, with the understanding and agreement as aforesaid. that it should be invested in land for her as aforesaid, and it was used and applied in payments on the land purchased from John A. Vaughn and N. Baxter aforesaid. That the said Sarah N. was not satisfied with the land aforesaid, into which her Money had gone for a Home, and it was then and there agreed between her and her said husband that her Money so used as aforesaid, in payments on the land purchased of John A. Vaughn and N. Baxter as aforesaid should be a lien upon said land that her Money so used by her husband now with interest amounts to Five thousand and thirty Six Dollars, and 47 cents, and is due and unpaid. And the said J. C. Kirkpatrick is indebted to Newton, McClure, Guardian for John Bysor, by over due Paper for about Six Hundred Dollars. And to James Butterworth, Five hundred dollars. by over due paper, and to S. S. Gaange Adv. of Martha Douglas about Six hundred dollars over due paper, the precise dates of the Paper held by the three last named parties is not remembered, nor the amounts now due on them known. And now in consideration of the premises the said J. C. Kirkpatrick does hereby convey to N. K. Patterson and to his successors in trust the said three tracts of land aforesaid or so much as may