ning containing one acre and 89/100 of an acre; and being part of same land conveyed to F. D. Caky by C. Stratton and others, by deed recorded in book 36, pag 495, in said Register's Office; and part of same land conveyed to F. D. Hill and wife, Alice J. Hill by F. W. Caky, by deed recorded in same Office, in book 51, page 102. To have and to hold, the said tract or parcel of land, with the appurtenances, etc. title and interest thereto belonging to the said vs. F. D. Hill and Alice J. Hill, their heirs and assigns, forever. And we do covenant with the said vs. F. and Alice J. Hill that we are lawfully seized and possessed of said land in fee-simple, have a good right to convey it, and the same is unencumbered. And we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title of said land, to the said vs. F. Hill and wife, Alice J. Hill, their heirs and assigns, against the lawful claims of all persons whomsoever. Witness our hands, this 16th day of January, 1883.

F. W. Hill,
F. D. Hill

State of Tennessee, Williamson County. } Personally appeared before me, Jno. F. Hearn, Clerk of the County Court of said County, the within named F. W. Hill and F. D. Hill, the bargainors, with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein expressed. And Mrs. F. D. Hill, wife of the said F. D. Hill having personally appeared before me, privately and apart from her husband, the said F. D. Hill 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 10th day of July, 1883.

John F. Hearn, Clerk.

(Reed July 16, 1883, at 11:25, P. M.)

Registered July 25th 1883.

1883 Byrnes Deed,
Trust
2nd Mortgage
F. & F. Harrison Tr.

Whereas, under the decree of the Chancery Court at Nashville, Tennessee, in the case of the State of Tennessee, against Joseph Creighton, et al, a certain lot of land in the City of Nashville, on the corner of McLemore and Jefferson Streets fronting 247 feet on said McLemore Street and running back about 175 feet with Jefferson Street to a 12 foot alley being the same property conveyed by Creighton lately to Joseph Creighton by deed duly registered in the Register's Office of Davidson County, Tennessee, in book 34, page 137, was sold by the Clerk and Master of said Chancery Court in the 7th December 1882, on the terms set out in said decree and the same was purchased by F. D. Frazier, the Report of which sale was confirmed at the October Term 1882, of said Court but afterwards at said term Martha A. Byrnes was by decree of said Court substituted as purchaser and executed her notes (her husband Hess E. Byrnes joining with her in the execution of said notes,

175 ft x 247
1/2 acre

The requirements for which this Mortgage was given having been complied with—
and the Notes therein described & hereby released
Attest J. W. Dickey Clerk

for the purchase money for said lot, to-wit 4 notes for $737.50 each payable No. 1, 2, 3 & 24 months after date in favor of $950.00 with interest & waiver of benefit of security as said four notes: And whereas, said Martha A. Byrnes made four notes to D. Creamer for $250 each and one for $144.30 all dated the 16th of Jan. 1883, the 4 notes for $250 bear interest from 15, 24 & 36 months from date and the note for $144.30 runs in 42 months from the 16th Jan. 1883, all bearing interest from date and secured by a mortgage or deed of trust executed by said Creamer on his residence and lot appurtenant in Edgefield adjoining Nashville and which said deed of trust is specially pledged to pay, to secure said notes & discharge surety on said four notes of $737.50 each and to save him harmless from any loss by reason of becoming surety upon the said Martha A. Byrnes and husband, the said Hess E. Byrnes as surety on said four notes of $144.30 each and said note for $144.30 to N. B. Harrison, their attorney to sue him in his native county of Tennessee, and hereby direct him to apply the proceeds as collected by him on the said notes, which said trust is surety, and assignee by assignments to said Creamer in the property in Edgefield as mentioned in said deed of trust executed by said D. D. Creamer and duly of record in said Nashville to right and surety of foresaid and said deed of trust in the hands with recourse around said to pay said notes secured by said deed of trust, costs & interest and to further and duly secure and protect as surety as aforesaid, the said Martha A. Byrnes and the said Hess E. Byrnes, the said Martha A. Byrnes and the said Hess E. Byrnes have this day for the consideration of one dollar in hand paid, bargained, conveyed, and by these presents, do hereby sell and convey unto the said Nicholas T. Dickel the said lot of land on the corner of McLemore and Jefferson Streets in Nashville, Tennessee, herein before described. To have and to hold unto the said Nicholas T. Dickel and his heirs and assigns, and the said Martha A. Byrnes and Hess E. Byrnes covenant with said Dickel that they will warrant and defend the title to said lot unto him, the said Dickel and his heirs and assigns, against the claims of all persons whatsoever. But upon the payment of all of said notes on which said Dickel has become surety, the said Dickel is to release and relinquish unto the said Martha A. Byrnes all claim and title to said lot, this instrument being intended by the parties simply as a mortgage. Witness our hands and seals this 26th day of January, 1883. Martha A. Byrnes, Seal
Hess E. Byrnes. Seal

United States of America,
State of New York, } ss. By this Public instrument
City and County of New York, } ment be it remembered
that, on this Sixth day of January, A. D. One thousand eight hundred and 83 before me, the subscriber, Joseph C. Jones, a commissioner in and for the State of New York, appointed by the Governor of the State of Tennessee, to take proof and ack-