[illegible] and lawful owner and entitled to the possession of said land in fee-simple, have a good right to convey it, and the same is unincumbered. And I, John Shields, do hereby covenant and bind my heirs and representatives, to warrant and forever defend the title to said land to the said D. L. Whitworth, his heirs and assigns, against the lawful claims of all persons whomsoever. Witness my hand, this 23rd day of October 1854.

John Shields.

State of Tennessee, }
Davidson County } Personally appeared before me, [illegible] Cann, Deputy Clerk of the County Court of said County, the within named John Shields, the bargainor, with whom I am personally acquainted, and acknowledged that he executed the annexed instrument for the purpose therein expressed. To witness whereof, I have hereunto set my hand, at office, this 7th day of [illegible] 1856.

D. L. McCann, Deputy Clerk.

(Recd Dec 31st 1856 at 11:30 P.M.)

Registered July 5th 1856

This Indenture made this the 1st day of July 1856 between James Whitworth and Martha Whitworth, his wife and D. L. Whitworth and S. B. Whitworth, his wife, all of Davidson County, State of Tennessee, parties of the first part and the Nashville College for Young Ladies of the second part. Witnesseth, That the said Corporation by its President S. B. Talley has executed its forty (40) promissory notes, each dated July 1st 1856, payable to the order of James and D. L. Whitworth, each for Six hundred and fifty ($650.00/100) Dollars and bearing even date herewith, and payable two years after date, and

1 635, more or less, on East side of Summer

Whereas, the said James and D. L. Whitworth each for himself and not for the other, have this day bargained, granted and sold and by these presents, do bargain, grant, sell, transfer and convey unto the Nashville College for Young Ladies all right, title and interest in and to a certain tract or parcel of land, situate and lying in the City of Nashville, Davidson County Tennessee, and bounded and described as follows, to-wit: Beginning at the corner of Broad and Vauxhall Streets, thence Southwardly along each side of Vauxhall Street one hundred and sixty-three (163) feet, more or less, to a 15 foot alley, thence Eastwardly along the margin of said alley one hundred and eight (108) feet nine (9) inches, thence Northwardly parallel with Vauxhall Street one hundred and sixty-three (163) feet, more or less, to Broad Street, thence Westwardly along said Broad Street one hundred and eight (108) feet nine (9) inches to the beginning. To have and to hold said tract or parcel of land with

[illegible] Lindsley Dec'd to Jas. Whitworth Deed Book [illegible] page [illegible] Date [illegible] Exam'd [illegible]

Same parcel of land conveyed by Jas. Whitworth and wife to D. L. Whitworth and S. B. Whitworth by deed of even date herewith, recorded in this office in Book [illegible] page [illegible] This [illegible] day of [illegible] 1856.

Saml. Wilkes Clerk
by [illegible] D.C.

[illegible] Lindsley Dec'd to Jas. Whitworth Deed Book [illegible] page [illegible] Date [illegible] Exam'd [illegible]

Same parcel of land conveyed by Jas. Whitworth and wife to D. L. Whitworth and S. B. Whitworth by deed of even date herewith, recorded in this office in Book [illegible] page [illegible] This [illegible] day of [illegible] 1856.

Saml. Wilkes Clerk
by [illegible] D.C.

[illegible] having been sold to the Corporation of the Nashville College for Young Ladies and a deed executed to the purchaser, and the Corporation having failed to pay the purchase money as required by the decree of this Court, and the Master having reported the sale to the Court, and the Court having confirmed the sale, it is ordered that the Master execute a deed to the purchaser, and that he pay the proceeds of sale to the Solicitors of the complainants, and that he report his action to the Court.

Sept. Term 1905.

Attest W. Morrow Register

John [illegible]

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the appurtenances, estate, title and interest [illegible] belonging to the said Nashville College for Young Ladies and to its successors and assigns forever. And we the said James and D. L. Whitworth, for ourselves and our heirs, executors and administrators, and for each of our successors in said trust, do hereby covenant and bind ourselves, our heirs and representatives, that we are lawfully seized and possessed of said tract or parcel of land in fee-simple, and that we have a good right to convey it the same unto the said Nashville College for Young Ladies and their successors, and that we will warrant and forever defend the title to said land to the said Nashville College for Young Ladies and their successors against the lawful claims of all persons whomsoever. This is however declared to be upon the express condition that if the said Nashville College for Young Ladies and their successors shall fail to pay the purchase money notes or any of them when due, according to the tenor and effect thereof, then the title hereby conveyed shall revert to us, the said James and D. L. Whitworth, or our heirs or assigns, and we shall have the right to enter upon and take possession of said land and premises, and to hold the same free from any claim of the said Nashville College for Young Ladies and their successors, or any person claiming under them. And it is further agreed and understood that the purchaser shall have the privilege of paying off any one of said notes before the same shall become due, and that upon the payment of any one thousand ($1,000.00) dollars on each and every note, together with all the notes then in force, and the interest on the whole debt to the time of such payment, that then and in that event all the notes not so paid shall be surrendered and cancelled. It is also further agreed and understood that if the purchaser shall at any time permit as many as two (2) of said notes for $ [illegible] each to remain thirty (30) days after due, without payment, then the whole debt or all of the deferred payments shall be due and payable, and that in a bill here to be filed for the enforcement of the vendor's lien the Court is authorized to render a decree for the face value of all the unpaid notes and direct the sale of the land for the payment of said decree upon such terms as are right and just. Witness our hands, this the 1st day of July 1856.

Witnessed to both signatures,
C. H. Jackson,
C. S. Newsom.

J. L. Whitworth,
James Whitworth.
Martha Whitworth
S. B. Whitworth

State of Tennessee, }
Davidson County } Personally appeared before me, D. L. McCann, Dep'y Clerk of the County Court of said County, the within named J. L. Whitworth and James Whitworth and Martha Whitworth and S. B. Whitworth, the bargainors, with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein expressed. And Martha Whitworth wife of the said J. L. Whitworth and S. B. Whitworth wife of the said James Whitworth, having personally appeared before me, privately and apart from their husbands, the said Martha Whitworth and S. B. Whitworth acknowledged the execution of the said instrument to have been done by them freely, voluntarily, and understandingly, without compulsion or constraint from their said husbands, and for the purposes therein expressed. Witness my hand, at office