said Christian Eberhardt is hereby given power by advertising
for 3 days in some newspaper published in Nashville, Tennessee,
to sell the above described land and satisfy the said note
of T. and Jane Thoma and the balance to pay over to them, In
testimony whereof the said T. Thoma and Jane Thoma have
hereto set their hands, this the 7th day of ~~July~~ January 1886.

T. Thoma,
Jane Thoma.

State of Tennessee,
Davidson County. } Personally appeared before me, L. K.
McCann, Dep. Clerk of the County Court of said County,
the within named T. Thoma and Jane Thoma, the bargain-
ors, with whom I am personally acquainted, and ack-
nowledged that they executed the annexed instrument for
the purposes therein expressed. And Jane Thoma, wife of
the said T. Thoma, having personally appeared before me,
privately and apart from her husband, the said Jane
Thoma acknowledged the execution of the said instru-
ment to have been done by her freely, voluntarily, and
understandingly, without constrain or constraint
from her said husband, and for the purposes therein ex-
pressed. Witness, my hand, at Office, this 7th day of
January 1886.

L. K. McCann, Dep. Clerk.

(Rec'd Jan 12" 1886, at 2:45, P. M.)

Registered Jan 19" 1886.

3 Warranty Deed
D. T. & H. Cleaves
to
Thos. H. Ramsey

Know all Men by these presents: That we, D. T. & H. Cleaves, have this day bargained, sold and do hereby transfer and convey in fee-simple to Thomas H. Ramsey the following house and lot, to-wit: The saloon in which he is now doing business and the lot on which it is placed said lot fronting 39 feet on South Market Street more or less, and running back West 106 feet. The same is now inclosed with the exception of about six feet in the rear. The south each corner of the saloon building is about three or four feet from the south each corner of said lot which includes the plank pace way-pish south of the house. Said property was willed to us by our father D. T. Cleaves who died about 1867, and said will is recorded in Wilson County, May 1868. Said Thomas Ramsey is to pay $2,000.00 for said land to D. T. Cleaves and is evidenced by 5 notes as follows: $250.00 each payable Feb. 15th 1886: $250.00 May 1st 1886: $250.00 Jan 1st 1887: $250.00 April 1st 1887: $250.00 Oct 1st 1887: $250.00 Febry 1st 1888: $250.00 Sept 1st 1888: $250.00 and Febry 15th 1889 $250.00. The said vendors retain an express lien on all of said lot for the purchase money in addition to-

39 ft on South
Market St

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security hereinafter set out and in no means waive their
vendors lien. The said vendors do hereby covenant that they are
true and lawful owners of said lot and have the right to convey
the same. They covenant that the same is unincumbered in any
way by mortgages, taxes or otherwise and they obligate themselves
to warrant & defend the title against the lawful claims & demands
of the contrary. The said Thomas H. Ramsey to secure the above
notes hereby bargains, sells and by these presents does convey to
the said D. T. Cleaves all his bar fixtures, counters, mirror
cases, pictures, glasses and everything used in carrying on
the saloon business except billiard tables, wines and liquors
that are vended in the business here are not conveyed in
this deed but expressly excepted. And he further conveys all
the household and kitchen furniture now in said building
consisting in part of beds, bed clothing, carpets &c & every-
thing except what is herein excepted, to-wit: The furniture
in the barber shop for which I have not yet paid and four
bedsteads right now which have not yet been paid for also
one dresser and trimmings and one washstand. This con-
veyance is made for the following purpose and no other
to secure the said D. T. Cleaves in the payment of the notes
above set out. And if they are paid, when the last one is
satisfied this conveyance on the part said Ramsey is
to be null and void. Otherwise to remain in full force and
effect. Jan 12th 1886.

D. T. Cleaves,
H. C. Cleaves,
Thomas Ramsey.

Plaintiff's Exhibit No. 1 in case of Cleaves et al vs. Ramsey et al
Filed in the Chancery Court at Lebanon, Tenn. this 9th day of Jan. 1890
R. J. Stevens, Clerk & Master
By W. H. Stevens, D. C. & M.

State of Tennessee,
Davidson County. } Personally appeared before me, L. K.
McCann Dep. Clerk of the County Court of said County,
the within named D. T. Cleaves, H. C. Cleaves and
Thomas Ramsey, the bargainors, with whom I am per-
sonally acquainted, and who acknowledged that they
executed the within instrument for the purposes therein
contained. Witness my hand, at Office, this 13th day
of January 1886.

L. K. McCann, Dep. Clerk.

(Rec'd Jan 13" 1886, at 9:40, A. M.)

Registered Jan 20" 1886.

S. to Hoffard
Release
to
J. P. Humphreys

By a deed recorded in the Register's Office of Davidson
County, Tennessee, in book 61, on page 384 P. No. Irvine
and wife Anna W. Irvine conveyed to J. P. Humphreys a
certain piece of land in the 9th Civil District of said
County and a lien was therein retained on said land
to secure the payment of a note given to said Irvine by said
Humphreys for $250.00 as a part of the purchase money
thereof. And whereas said note having been transferred