

This indenture, made and entered into on this the _____ day of December, 1949, by and between Paul B. Carr and wife Ann Cass Carr, and S. H. Carr and wife Frances B. Carr, of Johnson City, Tennessee, hereinafter called the parties of the first part, and Carr Farms, Inc., a Tennessee Corporation with situs in Johnson City, Tennessee, hereinafter called the party of the second part.

WITNESSETH:

For and in consideration of the sum of _____, cash in hand paid to the parties of the first part by the party of the second part, receipt of which is hereby acknowledged, we, the parties of the first part bargain, sell, transfer and convey, and do by these presents bargain, sell, transfer and convey unto the party of the second part the following described real estate, that is located and situated in the 9th Civil District of Washington County, Tennessee, which is more particularly described and bounded as follows:

BEGINNING on a rock where a large black oak once stood, formerly P. M. Reeves corner, and being the same property that P. M. Reeves gave his son, J. M. Reeves, and J. M. Reeves gave his daughter, Almira Reeves Harding, that she sold to D. G. Garland, and he later sold to H. C. Seaton and H. C. Seaton later sold to Akard Sell; thence along the division line between Sell's property herein conveyed N 23°59' W approximately 2337 feet to a planted rock, which is Southwest of sinkholes and corner to Mrs. J. M. Reeves property; thence N 47°32' E approximately 1879 feet and along the division line between Mrs. J. M. Reeves and property now owned by L. M. Watenberger to a planted rock; thence N 85°33' E approximately 480.5 feet to the center of Federal Highways 11-E, 19-W, and 23, which is known as the Johnson City-Kingsport-Bristol Highway; thence S 20°50' E approximately 3254 feet to a stake in the center of the above mentioned highway; thence on a curve with the center of said highways approximately 340 feet; thence a near South course along the center of the old Gilmer road approximately 430 feet to a stake in the middle of the old Gilmer road, which is approximately 30 feet from a walnut tree; thence with the center of the said road and on a curve approximately 300 feet along the center of said road to where said line would intersect with the Eastern line of Grace McGee property, if it were extended; thence a Northwest course, and along the Eastern division line of Grace McGee's property approximately 500 feet to a stake in the original line of the Thomas King property, now corner to Grace McGee and parties of the first part; thence S approximately 55° W approximately 2150 feet to the point of beginning.

Also, lots 1, 2, 5, 6, 7, 8, 9, 10, 11, and 12, all of which front 50 feet on the Northeast side of Federal Highways 11-E, 19-W, and 23, except lot No. 1, which fronts 53 feet on said highways. Lot No. 1 extends back along Hillside Road 430 feet to an iron pin, corner to Ralph B. and Guy S. Carr's property; thence N 21°10' W to lot No. 13, corner to property sold to Ford Wilson and that he conveyed to Jerry Wallace and wife, Lot No. 1 is 67.5 feet at the rear; thence S 69°30' W 393.5 feet to a stake; thence S 20°30' E 350 feet to a stake; thence S 00°30' E approximately 55 feet to a stake; thence S 20°30' E approximately 253 feet to the point of beginning.

The above mentioned lots are in the Sequoah Hills Addition to Johnson City, a map or plat of same being recorded in the Register's Office of Washington County, Jonesboro, Tennessee.

The parties of the first part will not convey lots No. 3 & 4 shown on said map, inasmuch as they have already been conveyed to Robert Mains and sister, Margaret Mains.

Being a part of the same property conveyed to the parties of the first part by Warranty Deeds as follows:

1- Property conveyed to the parties of the first part by Eli Moore and wife that is dated August 7, 1895, that is recorded in Deed Book 73, page 628 in the Register's Office of Washington County, Jonesboro, Tennessee.

2- Property conveyed to the parties of the first part by Deed from H. H. Carr, that is dated March 21, 1908, that is recorded in Deed Book 100 page 523 in the Register's Office of Washington County, Jonesboro, Tennessee.

3- Property conveyed to the parties of the first part by H. H. Carr and wife Sue M. Carr by Deed dated October 10, 1904, that is recorded in the Register's office of Washington County, Jonesboro, Tennessee, in Deed Book 87, page 50.

4- Property conveyed to the parties of the first part by Deed from J. B. Worley and wife Addie B. Worley, dated February 27, 1918, that is recorded in the Register's Office of Washington County, Jonesboro, Tennessee, in Deed Book 133, page 13.

The parties of the first part are not warranting the title to all public roads, as laid out at this time but are conveying what right, title, claim and interest they have in and to the title of said highways.

To have and to hold unto said Corporation or their assigns in fee simple forever.

And we, the said parties of the first part, do covenant to and with the party of the second part that we are legally seized and possessed of said property, that we have a good and perfect right to sell, transfer and convey same, and that the title to said property is free from all encumbrances, and that we will forever warrant and defend the title of said property against the legal claims and demands of all persons whomsoever.

In witness whereof we have hereunto set our hands and seals on

the day and date first above written.

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority, a Notary Public, in and for said State and County aforesaid, the within named bargainors, Paul B. Carr and wife Ann Cass Carr, and S. H. Carr and wife Frances B. Carr, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this the _____ day of December, 1949.

NOTARY PUBLIC

My Commission Expires:

Description of property herein abstracted:--

A certain tract or parcel of land, lying and being in the 9th Civil District of Washington County, Tennessee, and bounded and described as follows:--

"Beginning at a stake, corner to Sellars, and with the same N. 71 E 476 feet to a stake, corner to Sellars; thence N. 22-10 W 426 feet to a planted stone, corner to C. C. Cox and Sellars, and with C. C. Cox, N. 23 20 W. 1716 feet to a corner which was formerly a corner to King, Mountcastle and Moss, now Cox, King and Lyle's corner, thence S. 84 48 W. 455 feet to a white oak corner to King; thence S. 84 48 W. 506.7 feet to a planted stone, corner to J. H. Reeves; thence with Reeves, S. 47 54 W. 1880.6 feet to a planted stone, J. H. Reeves corner, and with the same, S. 25 12 E. 703 feet to a planted stone; thence S. 24 22 E 749 feet to a planted stone on Reeves line, corner to Mrs. Gilmer, now Carr, and with Carr, N. 49 E 1736.5 feet to a stake, where a planted stone is called for, and corner to Carr, N. 34 35 W. 133.3 feet to a stake where a stone was called for, corner to Carr, thence N. 52 E. 582 feet to a planted rock on the original Moss line, now Lyle and Carr's corner, thence S. 21 32 E. 1166 feet to the beginning, containing 95 acres of land, more or less, and being the same property deeded to Paul B. and Sam H. Carr by deed from J. B. Worley and wife, which is registered in Deed Book 133, pages 13, 14 and 15 in the Register's office at Jonesboro to which reference is here made.

No. 1. GRANT

State of North Carolina, #
To #
Benjamin Cobb.....#

No. 836. Dated July 11, 1788. Reg. Vol. 5, page 46.
Grants land described as follows: "A tract of land containing 600 acres, lying and being in our County of Washington on Knob Creek. Beginning at a black oak corner to a tract of land surveyed for Pharoah Cobb and thence South 137 poles to a white oak and then West 242 poles to a white oak and then South 158 poles to a white oak, then East 437 poles to a chestnut and thence North 216 poles to a stake, in Pharoah Cobb's line and then North 70 West 243 poles to place of beginning."

No. 2. DEED

Benjamin Cobb #
To #
Pharoah Cobb #

Dated Dec. 20, 1789, Reg. in Vol. 5, page 20. Consideration: "Twenty Pounds", paid in full. Conveys the same tract granted by North Carolina to Benjamin Cobb, No. 836, as shown in No. 1.

No. 3. DEED

Pharoah Cobb #
To #
William Cobb #

Date of deed 1792. Consideration: Three Hundred Pounds current money in hands paid.

Dated March 9, 1857. This was a deed made under decree of the County Court, in partition proceedings by the heirs at law of Elenor Kalhoun, and was the land devised to said Elenor Calhoun by her father, Thomas King, in No. 5.

This deed is recorded in the Register's Office of Washington County, Vol. 36, page 192.

The Court decreed a sale of the land instead of partitioning in kind, and John K. Kalhoun purchased at this sale.

No. 7. Power of Attorney.

John K. Kalhoun

To

Alfred Carr

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Dated March 19, 1857. Recorded in the Register's office of Washington County, Vol. 38, page 97.

The above power of attorney authorized the said Carr, among other things, to sell and convey the tract of land mentioned in paragraphs 5 & 6.

No. 8. DEED.

John K. Calhoun, by his atty. in fact

To

James H. and H. H. Carr

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Dated July 17, 1861. Recorded in the Register's office of Washington County, in Vol. 38, page 99, and conveys the land described in paragraph No. 5.

No. 9 DEED.

H. H. Carr and brother)
To)
Calhoun Heirs)

Dated September 1871. Recorded in the Register's Office of Washington County, in Vol. 43, page 33.

Conveys the same land described in No. 5.

The foregoing deed describes the land therein mentioned as on "Brush Creek", whereas, forever and subsequent conveyance of the same land locate it on "Knob Creek." There can be no doubt as to its being the same tract, and the above mentioned variation, in all probability, grows out of the fact that the land is on or near the top of the dividing ridge "between the waters of "Brush Creek" and the waters of "Knob Creek."

No. 10. DEED.

H. H. Carr and J. M. Carr)
To)
R. R. Calhoun, Trustee)

Date of deed Sept. 29, 1871. Recorded in Vol. 43, page 106. The above deed was made in trust for the heirs at law of Elenor Calhoun, whose names are set out in said deed and was so accepted by them in lieu of deed mentioned in paragraph 9 as will hereafter fully appear.

Conveys same land as in Nos. 5 & 9.

No. 11. DEED.

D. C. Hultz, Mary R. Hultz, Ellen)
K. Hultz, Matilda T. Hultz, and)
Elizabeth A. Hultz)
To)
W. W. Gilmer)

Date of deed Jan. 25, 1876. Recorded in Vol. 50, pp 299, 300, 301 and 302, in the Register's office of Washington County. This Deed purports to convey 1/8 of the

Calhoun farm to W. W. Gilmer, or land described in No. 5.

NOTE:1-- It will be seen by reference to deed mentioned in paragraph No. 10, that the land was conveyed 1/8 to Mary Hultz, 1/8 to Elenor Weir, 1/8 to Sarah Cochran, 1/8 to David Calhoun and 3/8 to the heirs of John K. Calhoun, the latter having previous to that time deceased. It appears however from the County Court proceedings referred to in Paragraph 6, that Jno. K. Calhoun had purchased two interests in the Elenor Calhoun tract mentioned in the Will of Thomas King. By reason of all the foregoing, the deed referred to in paragraph 10 conveys the title to said land as set out therein to the different parties named.

No. 12 .

Oct. 24, 1876, William W. Gilmer filed his O. Bill in the Chancery Court at Jonesboro, Tennessee, -vs - D. C. Hultz, in his own right, and as one of the executors of the Will of David Calhoun, deceased, Nancy Calhoun in her own right and as an executrix of the Will of David Calhoun, David L. Calhoun, Herbert Wilkson, Sarah Wilkson, James Wilkson, the three last named being minors, Mary R. Hultz, wife of D. C. Hultz, Ellen Hultz, Matilda T. Hultz, Elizabeth A. Hultz, R. R. Calhoun, in his own right, and as trustee, John C. Reid, the heirs of Sarah Cochran, deceased, Elizabeth Reid, de'cd., Elenor Weir, dec'd, John K. Calhoun, deceased.

Guardian ad litem was appointed for the minors, who made defense for them; the other parties were brought into Court by publication notice; none of them made defense and judgment proconfesso was taken against them; proof was taken in the cause and final decree was entered December 7th, 1876, and said land was ordered partitioned. See Exhibit "A" hereto.

Under this decree, said tract of land was partitioned and the report of the Commissioners was filed Feb. 27, 1877, by said partition, there were allotted to heirs of John K. Calhoun, 71 A. 2 R. 10 P; to heirs of Sarah Cochran 23 A. 3 R. 16 P; to W. W. Gilmer, 45 acres, to Elenor weir's heirs 2 3A. 3 R 16 poles; to Elizabeth Reid's heirs 19 A. 2 R 24P.

EXHIBIT "A" TO ABSTRACT.

No. 13

W. W. Gilmer)
Vs.)
D. C. Hultz, et al)

Be it remembered that this cause came on to be further heard upon bill and answer of guardian ad litem and a judgment proconfesso against the other defendants on this 7th day of December 1876 before his Honor H. C. Smith, Chancellor Etc. and the premises being fully seen and well understood, the Chancellor is pleased to order and decree a partition of the land described in Complainants bill, known as the Calhoun farm, it being situated in the County of Washington and State of Tennessee and in Civil District No. 9 and adjoining the lands of Montgomery Hoss, George King, P. M. Reeves and others, between the following named parties assigning the following named amounts to each respectively, that is to say, to John K. Calhoun's heirs three eights, to David Calhoon's heirs one eighth and one fifth of another eighth, to W. W. Gilmer one eighth, to Elizabeth Reid's heirs four fifths of one eighth, to Elinor Weir's heirs one eighth, and to Sarah Cochran's heirs one eighth, and that the lots assigned to W. W. Gilmer and David Calhoun's heirs be laid off adjoining each other, and the Commissioners appointed to partition said land shall divide the premises and allot the several shares to the respective parties, quality and quantity relatively considered, according to the respective rights and interests of the parties as above stated, designating the several shares by planting stones as the corners and making trees, or other permanent monuments.

The Chancellor is further pleased to appoint T. A. Faw, John White and Nathan Shipley, County Surveyor, Commissioners to partition said land who before proceeding to the execution of their duty shall be severally sworn, to do justice among the parties to the best of their skill and abilities according to this decree, and said Commissioners shall make report in writing, signed by themselves, of what they have done, and describing the land divided, and the shares of each party, by

metes and bounds to the next term of this Honorable Court.

See Copy of report hereto attached as Exhibit "B".

The cause was again heard June 1, 1877, upon the record, and especially upon the Commissioners' report, which being un-expected to, was in all things confirmed and title was divested and vested among all the parties in interest according to said partition.

This decree is entered in Book "G", page 454, (A copy is attached as Exhibit "C").

By reference to said decree, it will be seen that Lot "1" 45 acres of the land in question was assigned to W. W. Gilmer and Lot No. "2", 23 A. 3 R 16P, was assigned to the heirs of Elenor Weir.

EXHIBIT "B" TO ABSTRACT

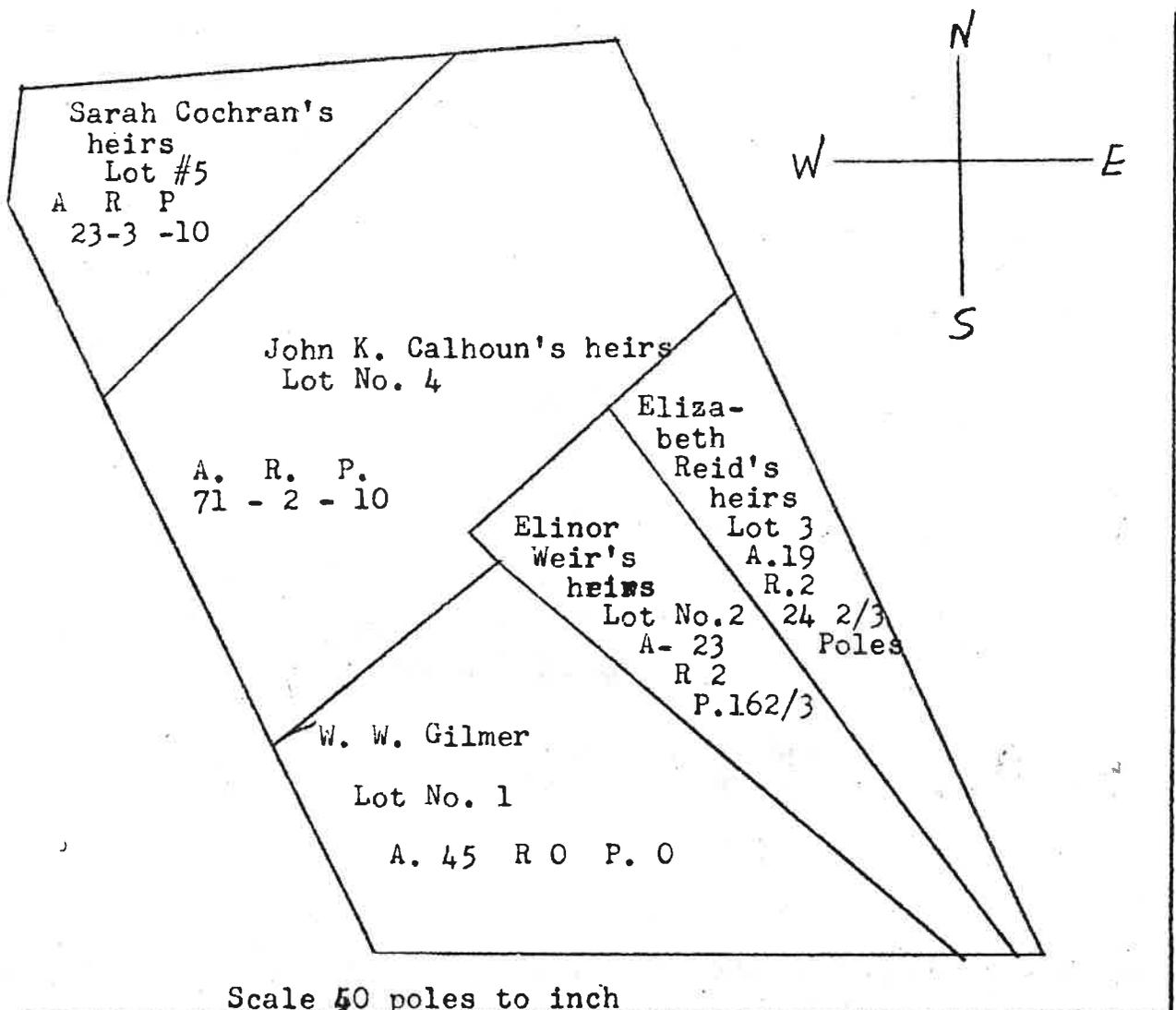


EXHIBIT "B" CONTINUED.

REPORT OF COMMISSIONERS IN THE CASE OF W. W. GILMER, VS D. C. HULTZ, et al.

STATE OF TENNESSEE #

WASHINGTON COUNTY #

In obedience to a decree pronounced at the Chancery Court at Jonesboro, Washington County, Tennessee at its November term 1876. We the undersigned Commissioners did meet upon the lands mentioned in said decree on the 15th day of February 1877, known as the Calhoun farm lying in the County and State aforesaid on the waters of Knob Creek, Civil District No. 9, and after being duly sworn as the law directs and fully understanding the whole matter and entirely disinterested made the following Partition among the claimants to said land, containing in all 184 acres in the whole tract.

FIRST, we set apart and assign all that tract part of said farm Lot No. 1 (see diagram) to W. W. Gilmer, the said Gilmer having purchased the shares of David Calhoun which is one eighth and one fifth of another eighth of the whole tract, also purchased one share of D. C. Hultz, one eighth of the whole tract, making two eights and one fifth of another eighth of the whole tract now in accordance to said decree.

We have consolidated the same in Lot No. 1.

Beginning at a large black oak P. M. Reeves corner with his line one course North 26 degrees and 12 minutes West 53-2/5 poles to a planted stone in a fence row in said line small double dogwood and sassafras pointers, thence with the division line of Lot No. 4, North 47-1/2 East 64-4/25 poles to a planted stone on a hill in a field, thence with a line of Lot No. 2, South 45-3/4 degrees East 137 poles to a planted

stone on a line of the whole tract, and black oak pointers thence North 87 degrees and 20 minutes west 122-1/4 poles to the place of Beginning, containing by estimation 45 acres more or less.

SECONDLY: We assign and set apart all that tract part of said farm Lot No. 2. See diagram to Elenor Weirs' heirs. Beginning at a planted stone in a field on a hill and corner to Lot No. 1 & 4, thence with the lines of Lot No. 4 North 45-3/4 West 8 poles to a planted stone in or near a hollow, with the same North 47-1/2 East 42 poles to a planted stone in another field, and corner to Lot No. 3, with a line of the same South 32-1/2 degrees East 155 poles to a planted stone in a line of the whole tract three small chestnut pointers, with the same North 87 degrees and 20 minutes West 10-4/25 poles to a planted stone and black oak pointer, corner to Lot No. 1 with a line of the same, North 45-3/4 West 137 poles to the place of Beginning containing by estimation 23 acres, 3 rods and 16-2/3 poles by the same more or less.

THIRDLY: We assign and set apart all that tract part of said farm Lot No. 3, See diagram to Elizabeth Reid's heirs. Beginning at a planted stone in a field corner to Lot No. 2, with a line of the same South 32-1/2 degrees East 155 poles to a planted stone in a line of the whole tract and three small chestnut pointers with the line of the same two corners South 87 degrees and 20 minutes East 7-21/25 poles to a planted stone in a hollow where a black oak was called for, thence with Montgomery Hoss line one course North 22-3/4 West 159-1/4 poles

to a planted stone in said line near a pair of draw bars at the corner of the woods and corner to Lot No. 4, with a line of the same South $47 - 12$ degrees West 36 poles to the place of Beginning, containing by estimation 19 acres, 2 rods and $24 - \frac{2}{3}$ poles, be the same more or less which is estimated at four fifths of an eighth of the whole tract.

FOURTHLY, We assign and set apart all that tract part of said farm Lot No. 4, See diagram in common to John K. Calhoun's heirs three eighths of the whole tract which is consolidated in one survey, Beginning at a planted stone in a field corner to Lot No. 1 with a line of Lot No. 2 North $45 - \frac{3}{4}$ degrees West 8 poles to a planted stone in or near a hollow, with line of the same and Lot No. 3 North $47 - \frac{1}{2}$ East 78 poles to a planted stone near a pair of draw bars and corner to said Lot No. 3, thence with Montgomery Hoss line North $22 - \frac{3}{4}$ degrees West 73 poles to a small white oak, thence with George King's line South $83 - \frac{1}{4}$ West $30 - \frac{2}{5}$ poles to a planted stone and white oak pointers and corner to Lot No. 5 with a line of the same, South $46 - \frac{1}{2}$ degrees West 113 poles to a planted stone in a line of P. M. Reeves near white oak with Reeves line one course South 26 degrees and 12 minutes East 87 poles to a planted stone in a fence row and corner to Lot No. 1, small double dogwood and sassafras pointers with a line of Lot No. 1, North $47 - \frac{1}{2}$ East $64 - \frac{4}{25}$ poles to the place of beginning, containing by estimation 71 acres, 2 rods and 10 poles be the same more or less.

FIFTHLY, We assign and set apart all the tract part of said farm Lot No. 5. See diagram to Sarah Cochran heirs, one eighth of the whole tract. Beginning at a planted stone on the North side of a road and black oak pointer, thence North $83 - \frac{1}{4}$ degrees East $105 - \frac{4}{5}$ poles to a planted stone and

white oak pointer and corner to Lot No. 4 with a line of the same South 46-1/2 degrees West 113 poles to a planted stone in P. M. Reeves line near a fence row and near a white oak with Reeves line two courses North 26 degrees and 12 minutes West 48-21/25 poles to a planted stone at a fence and black oak pointer said P. M. Reeves corner, with the same North 2-1/2 degrees East 22 poles to the place of beginning, containing by estimation 23 acres, 3 rods and 16-2/3 poles be the same more or less, which in our opinion constitutes an equal division of said land according to quality and ~~quantity~~ quantity in value, and it is further understood that all fencing running parallel or about the same are to be put upon the lines in equal degrees by all the parties owning said land. All of which we submit the same to the Honorable Chancery Court for further action, given under our hands and seals this the 20th day of February 1877.

Andrew Mathes #
 #
 # Com.
 #
Samuel Helton #

Nathan Shipley, C.S. W.C.
John White
John Sanders

N. B. Be it remembered that Lot No. 4 is to have an outlet on the line of Lot No. 3 adjoining Montgomery Hoss.

No. 15

EXHIBIT "C" TO ABSTRACT.

W. W. Gilmer)

vs.)

D. C. Hultz, et al) This cause coming on to be further heard

on this the 1st day of June 1877 before His Honor H. C. Smith on the pleadings and record at large and the report of the Commissioners appointed to partition the land mentioned in the pleadings made to the present term of this Court, which is in the words and figures as follows to-wit:

Here insert Commissioners report.

And the same being unexcepted to is hereby in all things confirmed.

And the Chancellor is further pleased to order, adjudge and decree that all the right, title and claim in and to what is known as lot Number one in the plat made and submitted by the Commissioners as shown in the above report, be divested out of D. C. Hultz, Nancy Calhoun, David L. Calhoun, Herbert Wilkinson, Sarah A. Wilkinson, James H. Wilkinson, Mary R. Hultz, Ellen K. Hultz, Matilda L. Hultz, Elizabeth A. Hultz, R. R. Calhoun, John C. Reid and the heirs of Susan Cochran, dec'd. The heirs of Elizabeth Reid, Dec'd. the heirs of Eleanor Weir dec'd and the heirs of John K. Calhoun decd, and be vested in fee simple in W. W. Gilmer and the Court is further pleased to order, adjudge and decree that all the right, title and claim in and to what is known in said plat as Lot No. two be divested out of D. C. Hultz, Nancy Calhoun, David L. Calhoun, Herbert Wilkenson, Sarah A. Wilkenson, James H. Wilkenson, Mary R. Hultz, Ellen K. Hultz, Matilda L. Hultz, Elizabeth A. Hultz, R. R. Calhoun, John C. Reid the heirs of Sarah Cochran dec'd, the heirs of Elizabeth Reid, dec'd, and the heirs of John K. Calhoun dec'd, and vested in fee in the heirs of assigns of

Eleanor Weir decd. And the Court is further pleased to order, adjudge and decree that all the right, title and claim in and to what is known as Lot Number three in said plat, be divested out of D. C. Hultz, Nancy Calhoun, David L. Calhoun, Herbert Wilkenson, Sarah A. Wilkinson, James H. Wilkinson, Mary R. Hultz, Ellen K. Hultz, Matilda L. Hultz, Elizabeth A. Hultz, R. R. Calhoun, John C. Reid, the heirs of Sarah Cochran, decd. the heirs of Eleanor Weir decd. and the heirs of John K. Calhoun, decd. and be vested in fee in the heirs or assigns of Elizabeth Reid, decd.

And the Court is further pleased to order, adjudge and decree that all the right, title and claim in and to lot Number Four be divested out of D. C. Hultz, Nancy Calhoun, David L. Calhoun, Herbert Wilkinson, Sarah A. Wilkinson, James H. Wilkinson, Mary R. Hultz, Ellen K. Hultz, Matilda L. Hultz, Elizabeth A. Hultz, John C. Reid, the heirs of Sarah Cochran, decd. the heirs of Elizabeth Reid, decd. the heirs of Eleanor Weir, decd. and be vested ~~in fee~~ in the heirs of John K. Calhoun decd.

And the Court is further pleased to order, adjudge and decree that all the right, title and claim in and to Lot Number Five be divested out of D. C. Hultz, Nancy Calhoun, David L. Calhoun, Herbert Wilkenson, Sarah W. Wilkenson, James H. Wilkenson, Mary R. Hultz, Ellen K. Hultz, Matilda L. Hultz, Elizabeth A. Hultz, R. R. Calhoun, John C. Reid, the heirs of Elizabeth Reid, decd. the heirs of Eleanor Weir, decd. and the heirs of John K. Calhoun, decd. and vested in the heirs or assigns of Sarah Cochran decd. and it is further ordered and decreed that on the payment of the fees the Master shall furnish copies of this decree to the parties as evidence of title.

And it is further ordered and decreed that W. W. Gilmer pay the costs of this cause except the costs accruing in partitioning said tract of land, and the cost of the partition shall be paid by the parties to whom the different lots of land have been assigned and decreed in proportion to the Number of shares assigned to each.

No. 16 - DEED

R. R. Calhoun)
To)
David Calhoun)
David Calhoun)
To)
R. R. Calhoun)

See Minute Book "G" page 196, of May 5, 1884, County Court Clerk's office, Jonesboro, Tennessee.

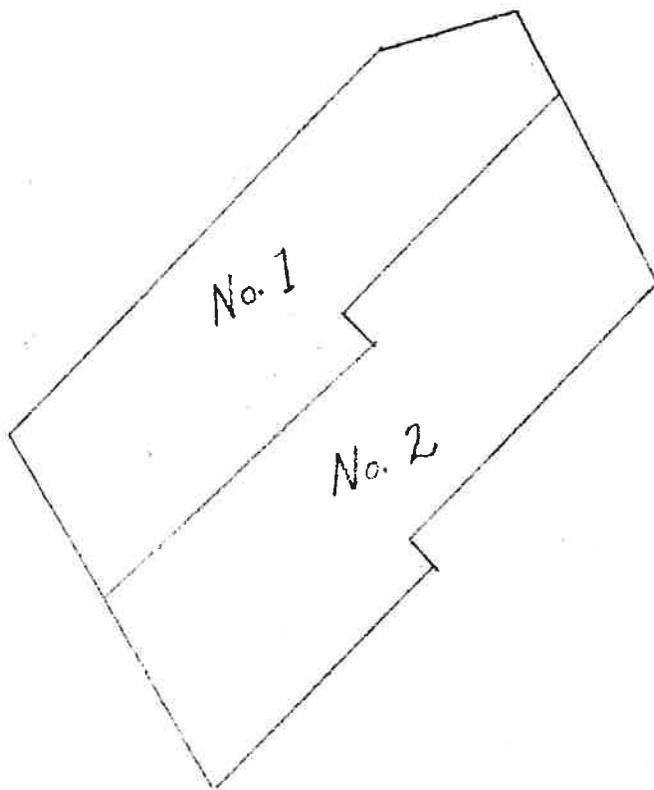
By referring to the above mentioned book we find that R. R. Calhoun petitioned the Honorable County Court of Washington County, Tennessee, to divide a certain tract of land, located in the 9th Civil District of Washington County, Tennessee, between he and his brother, David Calhoun. The Petition of R. R. Calhoun, a citizen and resident of the State of Pennsylvania vs his brother David Calhoun, a citizen and resident of the State of Pennsylvania shows that they are the only surviving heirs of John K. Calhoun. The petition also shows that the said John K. Calhoun at the time of his decease was the owner of one certain tract of land hereinbefore mentioned, adjoining the land of P. M. Reeves, Montgomery Hoss, George King, W. W. Gilmer, et al, containing approximately 71 acres, the same bounded as follows:

"Beginning at a planted stone, corner to Lot No. 1 N. 45 3/4 W. 8 poles to a planted stone in or near a hollow, N. 47 1/2° E. 78 poles to a planted stone in Montgomery Hoss' line, N. 22 3/4° W 73 poles to a small white oak, king's corner, with King's line S 83 1/4° W 30 2/5 poles to a planted stone S. 46 1/2° W. 113 poles to a planted stone on P. M. Reeves line, S. 26° 12 Mi. E. 8 poles to a stone, N. 47 1/2° E. 64 4/25 poles to the beginning containing about 71 acres."

The said David Calhoun was brought into Court by an advertisement run in the Jonesboro Journal, a Newspaper published in the town of Jonesboro, Tennessee, for four consecutive weeks, notifying the said non-resident defendant, David Calhoun to appear before the County Court of Washington County, Tennessee, at the Court House in Jonesboro, on the first Monday of March, 1884, and make defense to said cause or the same will be taken for confessed as to him and the cause set for hearing exparte. This February 6, 1884.

County Court Clerk

No. 17



The above mentioned records show that the said non-resident David Calhoun failed to appear, answer or demur to said Bill and a judgment Pro-confesso was taken against the said David Calhoun, and that the Honorable County Court was pleased to appoint two Commissioners to act with the County Surveyor to go upon the said premises and partition same.

The records further show that His Worship, the said C. S. Shipley, did appoint two Commissioners, along with the County Surveyor to go upon said premises and partition same, as they were directed to do by the Honorable County Court.

The records further show that after the Commissioners had been duly sworn that they met upon the premises and divided said land as they were directed to do, and that they made their report in writing to the Honorable County Court, and that same was received and filed by the said County Court.

The said Committee in dividing said property gave part No. 1 to David Calhoun, and part No. 2 to R. R. Calhoun. See diagram No. 17.

At the final hearing, the Court was pleased to divest the title out of R. R. Calhoun, to Lot No. 1 and vest same in David Calhoun; and the court was further pleased to divest the title out of David Calhoun to Plat No. 2 and vest same into R. R. Calhoun.

NOTE

It appears from the records that no exceptions were taken to said suit or division of said property.

No. 18 DEED

R. R. Calhoun and wife)
Nancy J. Calhoun)
To)
H. H. Carr)

Dated June 7, 1884. Properly acknowledged April 5, 1892.
Registered in Vol. 66 page 60.

NOTE:

Conveys that certain tract of land inherited by R. R. Calhoun from his father John K. Calhoun, and mentioned and described in paragraph No. 16.

No. 19 DEED

David K. Calhoun and wife)
To)
H. H. Carr)

Dated March 29, 1888. Properly acknowledged by David K. Calhoun, although signed by his wife Alice P. Calhoun, is not acknowledged by her. Registered April 6, 1892 in Vol. 66 page 65.

Consideration \$700.00 cash paid, and in pursuance of a "Bond Title" executed on the 10th day of March, 1887.

NOTE: Conveys that certain tract of land inherited by David K. Calhoun from his father John K. Calhoun, and mentioned and described in paragraph No. 16.

No. 20 - DEED

H. H. Carr)
To)
Jonesboro Bank & Trust Co.)

Dated 15th, 1895. Properly acknowledged. Registered March 20, 1895 in Vol. 70, page 155. Consideration \$5.00.

Conveys the two tracts of land purchased from R. H. Calhoun and David K. Calhoun, containing 71 acres 2 rods and 18 poles.

No. 21 WARRANTY DEED.

Jonesboro Banking & Trust Company, et al)
To)
Fannie L. Cox)

Dated August 29, 1898. Properly acknowledged same date by John D. Cox, President of said bank, and H. H. Carr and wife Susan M. Carr, who joined in the execution of this deed, which is registered in Vol. 75 page 519, and 520, on August 30, 1898.

No. 22 WARRANTY DEED

H. H. Carr and wife)
Susan M. Carr)
To)
Fannie L. Cox)

Dated August 29, 1898; properly acknowledged same date, registered in Deed Book Vol. 75, page 521. Conveys the same ~~property~~ property purchased from R. R. & David K. Calhoun mentioned in paragraph No. 16.

No. 23 - WARRANTY DEED

E. A. Shipley, C&M)
To)
Mrs. Fannie L. Cox)

Dated September 5, 1899. Acknowledged properly same date. Registered Sept. 6, 1899, in Vol. 77 page 165 in the Register's office, Jonesboro, Tennessee. Consideration ONE THOUSAND & FORTY FIVE DOLLARS (\$1045.00) evidenced by four notes, with lien retained to secure the same. Lien Released.

conveys three tracts of land, one of 40 acres, one of 29 acres and one of 31 acres, covering a part of the property in question.

NOTE: This deed recited: That Whereas, on the 27th day of April, 1896, John D. Cox filed a Bill in the said Court against A. F. Hoss et al for the purpose of winding up an insolvent estate; that the defendants were properly brought before the Court by the issuance of process and service of process; and thereupon such proceedings, pleadings, orders and steps taken as were necessary and that said cause was regularly dated, properly brought to issue and proof taken; and such other and further proceedings had that on the 12th day of June, 1899, said cause was heard and a decree entered in Minute Book No. 4, at page 548, decreeing that the land should be sold, etc.

NOTE: It is out of this property that about 24 to 26 acres of the 95 acres conveyed by Worley to the Carr's came, which when added to the 72 acres coming out of the Calhoun tract made up the 95 acres called for.

No. 24 - WARRANTY DEED

Fannie L. Cox & Husband)
W. H. Cox)
To)
Mrs. H. Belle Lyle)

Dated November 1, 1908. Properly acknowledged. Registered in Vol. 98 page 419, September 24, 1908.

Consideration exchange of real estate and the further sum of Fifteen Hundred Dollars (\$1500.00) cash, and three notes amounting to Two Thousand Dollars (\$2,000.00), with a lien retained to secure the same, which has been released. The deed conveys several tracts of land, among which was the property conveyed in the two preceding paragraphs.

No. 25 DEED OF TRUST:

Mrs. N. Belle Lyle & Husband)
J. F. Lyle)
To)

Dated June 14, 1913. Registered in Vol. 33 page 384 in the Register's office, Jonesboro, Tennessee. This deed of Trust conveys a part of the aforementioned tract which is described in metes and bounds and which contains by estimation 55 acres, the same being a part of the property coming from Fannie L. Cox to H. Belle Lyle, and a part of the property being abstracted.

Purpose - to secure B. B. Frazier in the sum of One Thousand Dollars (\$1000.00), evidenced by one note of even date for that amount and due one year after date. This deed of Trust is not released.

No. 26 - WARRANTY DEED.

Mrs. H. Belle Lyle & Husband)
John F. Lyle)
To)
J. B. Worley)

Dated November 22, 1913. Properly acknowledged, Nov. 29, 1913. Registered in Vol. 122 page 79 to 81, April 22, 1915. Consideration: \$600.00 cash in hand paid, and exchange of property, and by the turning over notes of Forty Six Hundred & Fifty Dollars (\$4650.00); also a note of the Grantees for One Thousand & Fifty Dollars (\$1050.00). This deed conveys a tract of 95 acres, and comes out of the property shown in items 17 and 23.

NOTE:

This deed recites an encumbrance of One Thousand Dollars against this property which is shown in #25 to B. B. Frazier, which is assumed by the Grantee.

No. 27 WARRANTY DEED.

J. B. WORLEY & WIFE)
ADDIE R. WORLEY)
To)

Carr Brothers, a partnership composed of Paul B. and S. H. Carr, dated February 27, 1918. Properly acknowledged, March 2, 1918. Registered in Vol. 133 page 13 to 15 on March 4, 1918.

Consideration - \$8600.00. The sum of One Thousand Dollars being cash in hand paid, and the exchange of real property, valued at TWENTY ONE HUNDRED DOLLARS; Contract to build three houses, furnish material and labor, on three vacant lots on Fulton Street, value of each building to be \$600.00, or \$1800. for the three, and to secure the payment of this purchase money and performance of this part of the consideration, a Vendor's lien is retained. Four notes of even date due in 1, 2, 3, and 4 years after date. The first three of which are \$1,000.00 each, and the fourth note for the sum of \$700.00, all secured by Vendor's lien. Conveys the property shown on the front sheet of this abstract.

NOTE.

Vendor's lien not released.

Oscar M. Fair

Since writing the above, I have talked with J. B. Worley about the buildings called for ~~xxxx~~ in his deed, and find that they have been finished in a satisfactory manner and accepted by the said Worley.

I hereby certify that the foregoing is a true Abstract of the property shown on the front sheet of this abstract; and that the title to same is vested in Paul B. and S. H. Carr, free and unencumbered, except the matters shown in the deed from J. B. Worley and wife Addie R. Worley, aggregating the amount of \$7600.00 and the \$1000.00 secured by a Deed of Trust due B. B. Frazier and assumed by J. B. Worley; and that the taxes up to and including the year 1918 have been paid in full.

This June 18, 1919.

Oscar M. Fair.

NOTE:

The Deed of Trust mentioned in #25 is released on the margin of Book 33 page 384, signed by Mrs. B. B. Frazier Administratrix, and acknowledged before a Notary Public on June 30, 1919.

TITLE CERTIFICATE

We, Simmonds & Bowman, Attorneys at Law, practicing at Johnson City, Tennessee, hereby certify that we have this day examined the public records for Washington County, Tennessee, insofar as the same relate to those certain seven tracts of real estate owned by Paul B. Carr and Sam H. Carr, which seven parcels of real estate are fully described in deed of trust from the owners to Howard, Burks and Kirkpatrick, dated June 23, 1934, and recorded in the Register's office for Washington County, at Jonesboro, Tennessee, in Trust Deed Book 67, page 104. On December 15, 1937 we executed a certificate pertaining to an examination of the records made by us on that date covering the period of time from the Registration of the aforesaid deed of trust to December 15, 1937. The examination this day made by us covers the period of time from December 15, 1937, down to the present date.

Since our former certificate we find the following conveyances have been recorded affecting this title.

(1) Release deed from Chas. E. Burks and Thos. S. Kirkpatrick, surviving trustees, releasing the lien of the deed of trust recorded in Trust Deed Book 67, page 104, This release is properly executed and was recorded on January 8th, 1938, in Release Book 11, page 549. It recites the satisfaction in full of the \$40,000.00 of bonds secured by deed of trust and constitutes a full release of the lien thereof.

(2) We find a deed of trust from Paul B. Carr and wife and Sam H. Carr and wife to Thos S. Kirkpatrick and Chas. E. Burks, Trustees, dated December 10, 1937, properly acknowledged and recorded in Trust Deed Book 128, page 31. This deed of trust secures the payment of a series of bonds aggregating the sum of \$20,000.00. It covers exactly the same property as the deed of trust recorded in Trust Deed Book 67, page 104, with the exception of 3.17 acres, which small tract of

real estate is excepted of 3.17 acres, which small tract of real estate is excepted from the third tract described in the trust deed, the same having heretofore been conveyed for highway purposes.

Assuming that the deed of trust recorded in Trust Deed Book 67, p. 104, was a first lien against the property therein described, we certify that in our judgment the deed of trust now recorded in Trust Deed Book 128, p. 31, is a lien against the property herein described, subject only to the lien of the state and county taxes for the year 1937, and the state, county and city taxes for the year 1938.

This February 11, 1938.

Simmonds & Bowman
Attorneys.