

1. State Grant No. 1002.

North Carolina To John Hunter.

Dated Nov. 27, 1792. Registered (no date) in Vol. "E", page 150 of the records of deeds in the Register's office of Washington County, Tennessee. Consideration: 50 shillings for every 100 acres granted, paid.

Grants a tract of land in Washington County, North Carolina, now in Washington County, Tennessee, described as follows, to wit:

Beginning at a double white oak sapling corner of Charles Young; thence north with Robert Young's line 112 poles to three white oak saplings, corner to James Stewart; thence with said Stewart's line west 285 poles to a white oak and chestnut, corner to said Stewart; thence south 112 poles to a sourwood and locust; thence east 285 poles to the beginning, containing 200 acres.

NOTE: At the time when the above grant was made, Tennessee was a part of North Carolina. In the year 1796, the territory now comprising Tennessee was ceded to the U.S. Government, and, in the Act of Cession, it was stipulated that all grants previously made by North Carolina should be good and valid.

2. Warranty Deed.

John Hunter To John Ruble.

Dated Nov. 15, 1794. Acknowledged in open court and registered Nov. Sessions, 1794, of the county court of said county, Vol. 7, p. 57.

Cons: "One new still, eighty eight gallons and one tea kettle and pailing a garden in hand paid by the named John Ruble", etc.

Conveys same tract, by same description as in No. 1 above.

3. Sheriff's Deed.

John Ryland, Sheriff To John and Henry F. Ruble.

Dated March 21, 1828. Proven in open court and registered Apr. 23, 1828, Vol. 17, page 587.

Cons: Recites a fi. fa. from the Circuit Court of Washington Co., Tenn., directed to the Sheriff of the county, directing him to levy on property of John Ryland to satisfy a judgment against him in favor of James Barnes for \$304.87½ cents and costs; levy of same on the land herein conveyed, sale, etc., and purchase by grantees for \$370.00, paid, etc.

Conveys same 200 acres by same description as above.

7. Warranty Deed.

James Kosier To Martha Ruble.

Dated Feb.13,1844. Properly acknowledged. Reg.May.13,1844,Vol. 24,page 556. Cons: \$1.00,paid.

Conveys land on head ~~waters~~^{wetlys} of Brush Creek,adjoining Richard Bayless,Richard Carr,James Carr,and others,as follows:

Beginning at a white oak the beginning corner of the original tract; thence N.65° W.110 poles to a stake near a fence; thence N. 30 poles running along a fence to a stake near a marked black oak; thence W.129 poles to a small post oak on the line of the original tract; thence N.46 poles to a black oak and red oak a corner in the original line; thence with a line of the original tract E.226 poles to three white oak saplings one of the corners of the original tract; thence with another line of the original tract S.10 E.142 poles to the beginning,containing 100 acres.

From this it is seen that Kosier reconveyed to Martha Ruble a portion of the land she had conveyed him; but she reconveyed it as hereinafter shown.

NOTE: The spelling of the grantor's name seems to have been a puzzle to the conveyancers of that day. We find it spelled in several ways,viz: Kosiah, Cosiah, Kosier and Cosier,the latter being,probably,the proper spelling,as the name seems to be a French name.

8. Warranty Deed.

Martha Ruble To James Kosiah.

Dated Mar.13,1844. Proven by subscribing witnesses. Reg.July 4, 1844,Vol.24,page 594. Cons: \$1.00,paid,and love and affection.

Conveys,transfers,makes over and delivers at the death of the grantor the same 100 acres: see No.7 above.

9. Fee Simple Deed.

James Kosiah To G.L.Price.

Dated Nov.3,1844. Properly acknowledged. Reg.Jan.4,1845,Vol.25, page 122. Cons: \$570.00,paid.

Conveys same 100 acres,but the calls are slightly different from those given in No.7 above.

NOTE: The grantor's name is written Kosiah in the body of the deed,but the signature is,evidently,Kosier,and in the certificate of acknowledgement the name is Kosier.

10. Warranty Deed.

ff. James Kosier

To

G.L. Price.

Dated June 9, 1843. Properly proven by subscribing witnesses and registered June 21, 1843, Vol. 24, page 366. Cons: \$80.00, paid.

Conveys land on headwaters of Brush Creek, being west end of $\frac{1}{2}$ land conveyed to said "Cosiah" by Martha Ruble on July, 18, 1843:

Beginning at a stake and pointers near an intermittent spring (or wet weather seep); thence N. 46 poles crossing a road to a chestnut; thence E. 55 poles to a gum and pointers on the east side of a small hill; thence S. 46 poles to a large white oak; thence W. 53 poles to the beginning, containing 16 acres.

11. Warranty Deed.

James Kosier

To

G.L. Price.

Dated June 20, 1844. Properly acknowledged. Reg. July 10, 1844, Vol. 24, page 596. Cons: \$80.00, paid.

Conveys land adjoining tract described in No. 10 above ~~as follows~~ as follows:

Beginning at a gum near a black oak and pointers in or near a ~~small hollow~~ small hollow; then E. 57 poles to a small red oak & white oak standing in line of another tract; then S. 49 poles to a large white oak; then S. 57 poles along said line to Price's corner to the first lot of the original tract; then a direct course to the beginning, containing 16 acres, more or less, "being a part of the tract of land known by the name of the old Knob Ruble tract".

NOTE: It will be seen from above deeds, Nos. 9, 10 and 11 above, that G.L. Price got title to 132 acres of the above 134 acre tract; but the last deed is for 16 acres more or less, so the whole boundary may have been covered by said deeds, and doubtless was as Price conveys the 134 acre tract, as shown below.

12. Quit-claim Deed.

G.L. Price

To

James Carr.

Dated March 3, 1845. Properly acknowledged. Reg. Mar. 4, 1845, Vol. 25, page 232. Cons: \$500.00, paid.

Conveys, by a fee simple deed, a tract of land containing 134 acres, more or less, by same description as in deeds of John Ruble, Jr., to Martha Ruble and Henry F. Ruble to John Ruble, Jr., above, which see; Nos 4 and 5 of this abstract.

13. Special Warranty Deed.

James Carr To Heirs (8) of Martha Ruble, Dec'd, as follows:
 Mary (Ruble) Smith, wife of Turner Smith;
 Katherine (Ruble), wife of Andrew Brummitt;
 Elizabeth (Ruble), wife of Alex. McGinty;
 Henry E., John, Margaret, Joseph & Peter Ruble.

Dated Mar. 31, 1849. Properly acknowledged. Reg. Mar. 31, 1849, Vol.

31, page 230. Cons: _____

Conveys same 134 acres.

14. Warranty Deed.

Elizabeth McGinty & husband; Mary Smith & husband;
 John W. Ruble; Henry E. Ruble and Absalom Scott, ~~is~~
 who holds by purchase from Katherine Brummitt and
 her husband - five of above heirs in No. 13 above,

To John Saylor.

Dated Jan. 11, 1851. Properly acknowledged. Reg. Jan. 23, 1851, Vol.

32, page 298. Cons: \$500.00, paid.

Conveys the undivided interests of the grantors in the lands
 of which Martha Ruble died seized, whereon she lived, adjoining James
 M. Carr, Richard Y. Carr, and others, containing 134 acres, more or less:

Beginning at a white oak (near a planted rock) the beginning
 corner of the original tract; thence N. 65 W. about 98 poles to a stake
 by the side of the road leading from Burts to Hartsell's, next to
 James M. Carr's fence and at or near the mouth of the lane of the
 road leading from Joseph Leonard's to Jonesboro; thence, with said
 road as it runs, and with James M. Carr's fence (making the said Carr's
 fence the line) as "the fence now stands", nearly a north course, a-
 bout 31 poles to a stake between a black oak stump and said Carr's
 fence, and in the mouth of a lane, leaving off of said tract about 1½
 acres (supposed) to James Carr; thence W. 307 poles to a stake on a
 line of the original tract; thence N. 49½ poles to a chestnut, a cor-
 ner of the original tract; thence N. 350 poles to three white oak
 saplings a corner of the original tract; then S. 10 E. 134 poles to
 the beginning, containing 134 acres, more or less.

NOTE: It is seen from the above that three of the heirs named in
 the James M. Carr deed (No. 13 above), to wit: Margaret, Joseph and
 Peter Ruble did not join in the deed to Saylor.

In his will (shown hereinafter) John Saylor devised the
 whole 134 acre tract to his executors to be sold, speaking of it
 as his land, but there is no deed of record showing that he had
 any title to it, except by above deed (No. 14).

What became of the portions of Margaret, Joseph and Peter
 Ruble the abstractor has not found out from the records; but
 he supposes that they either died without heirs, except their
 brothers and sisters, who conveyed to Saylor; or they must have
 conveyed by unrecorded deeds, which passed the title to Saylor,
 as he afterwards willed the whole tract as his.

The abstractor does not think that any of defects arising
 in the title for want of recorded conveyances from these three
 heirs can hurt the title now, since the land has since been held
 under color of title for over 50 years, and the statute of limi-
 tations and lapse of time will bar any rights they may have had.

15. Will of John Saylor.

Dated Nov. 3, 1854. Duly probated and recorded in Will Book No. 1, page 561, in the office of the Clerk of the County Court of Washington County, Tennessee.

The third I-tem of the will reads: "Thirdly - I authorise, empower & direct my executors hereinafter appointed to sell upon the same terms & conditions that are herein before stipulated as to my grist mill and plantation upon which my son Godfrey Saylor now lives commonly called the Ruble place, containing about 134 acres purchased by me of William Smith".

The conditions referred to relate to time to be given to purchasers at said sale, the taking of notes, retaining liens, etc.

The testator appointed his sons, Henry and Abraham Saylor, as his Exrs, without bond, who duly qualified and sold and conveyed to James M. Carr 84½ acres of said tract, as hereinafter shown.

NOTE: It will be noted that 84½ acres would constitute about 5/8 of said tract; also that the five heirs of Martha Ruble (see No. 14 above) conveyed their five-eighths interest in said 134 acres to John Saylor.

18th Executor's Deed.

Henry & Abraham Saylor, Exrs of John Saylor, dec'd,

To-----James M. Carr.

Dated Jan. 2, 1860. Properly acknowledged. Reg. Jan. 6, 1860, Vol. 37, page 383. Cons: \$740.00, paid.

Conveys 84½ acres of land in Washington Co., Tenn., on headwaters of Brush Creek, adjoining land on which said Carr resided: Beginning at a stake near a white oak stump in a lane, old original corner to the deed to John Saylor, dec'd, and said J. M. Carr; thence with their old line W. 377 poles to a stake on the line of the old original tract; thence N. 49 poles to a chestnut an old original corner; thence E. with R. Bayless 275 poles to a stake in a hollow, a conditional corner between J. M. and Richard Y. Carr; thence with their conditional line S. 1¼ E. 49 poles along the edge of an old field to the beginning.

17. Special Warranty Deed.

James Carr

To

Mary D. Huffine.

Dated July 20, 1869. Properly acknowledged. Reg. Mar. 7, 1870, Vol. 42, page 140.

Cons: \$850.00 to be paid by Mary D. Huffine to Matison Miller and Alfred L. Miller, \$425.00, to each, with annual interest as in case of guardian, until they become of age, and \$250.00 to be paid to Louisa C. Peoples two years from date of deed, without interest, and the payment of costs in suit of James Carr, Admr. of Alfred Miller, Dec'd, v. Azariah & Rutledge Peoples, if any, in Supreme Court. There is no lien retained in the deed, but it is made subject to above conditions.

Conveys 95 $\frac{3}{4}$ acres of land in the 8th Civil District of Washington Co., Tenn., adjoining the lands of Joseph Leonard, Frederick Bell, Samuel Bayless and others, being a part of the farm on which said Carr resided, and covering land described in deed of Huffine and others to Jefferson Garland, shown in next number

18. Warranty Deed.

Mary D. Huffine & husband, Worley E. Huffine,
Madison R. Miller, Alfred T. Miller & wife
and Louisa C. Leach, -----To-----Jefferson Garland.

Dated Mar. 11, 1886. Properly acknowledged by all grantors, except Louisa C. Leach, who signs but does not acknowledge the deed, nor is she mentioned in the body of the deed, nor is it shown what interest she had in the land to convey.

Registered Sept. 7, 1892, Vol. 65, page 571. Cons: \$500.00 - see note below.

Conveys land in the 8th Civil District of Washington County, Tenn., adjoining the lands of Samuel Bailey, Jacob Carr, et al., and being the same tract of land conveyed by James Carr to Mary D. Huffine on July 20, 1869, (see No. 17 above), described as follows:

Beginning at a rock; thence S. 84° W. 20 poles to a rock; thence N. 79 W. 32 poles to a rock; thence N. 85 W. 32 poles to a rock; thence N. 89 W. 43 poles to a rock in the road; thence N. 10 $\frac{1}{2}$ poles to an apple; thence N. 7 W. 48 poles to a planted stone in a hollow; thence N. 67 W. 59 $\frac{1}{2}$ poles to a planted stone in a field; thence N. 8 $\frac{1}{4}$ W. 31- $\frac{1}{3}$ poles to a planted stone in an old road; thence along the same six courses, N. 88 $\frac{1}{2}$ W. 38 poles to a stake near a fence; thence along said road with the general meanders of the same N. 60 $\frac{1}{2}$ W. 13 poles to a stake; thence N. 74 W. 20 poles to a stake; thence N. 67 W. 4 $\frac{1}{2}$ poles to a stake on Frederick Bell's line; thence N. 3 W. 32- $\frac{2}{3}$ poles to a stake; thence S. 83 $\frac{1}{2}$ W. 17 $\frac{1}{2}$ poles to a rock; thence S. 1 W. 48 $\frac{1}{2}$ poles to a stake; thence S. 53 E. 14- $\frac{2}{3}$ poles to a stake; thence S. 16 E. 6 $\frac{1}{2}$ poles to a stake; thence S. 88 W. 17 $\frac{1}{2}$ poles to a stake; thence S. 1 $\frac{1}{2}$ E. 10 $\frac{1}{4}$ poles to the beginning, containing 25 acres, more or less.

- NOTES:
1. The consideration of \$500.00 was paid \$400.00 in cash; \$400.00 by note payable on or before Mar. 11, 1897, with interest. A lien is retained in the deed to secure this, and the record does not show a release of this lien, but the debt and lien have long been barred by the statute of limitation of ten years.
 2. Alfred T. & Madison R. Miller join to release any claim they may have had in the land as heirs of Alfred Miller, dec'd. Whatever interest they had is shown in the deed of Carr to Mrs. Huffine, which above, and that they conveyed by this deed. It is supposed that Mary C. Leach signed simply as a means of showing receipt of amount to be paid her under the Carr deed, as she had no title in the land to convey.
 3. There is a discrepancy in the number of acres given in the last two deeds above, but the last deed says it is the same land.

22. Warranty Deed.

Mary E. Porch To Mary A. Davenport.

Dated Mar. 19, 1904. Properly acknowledged. Reg. Apr. 5, 1904, Vol. 85, page 336. Cons: \$1200.00, paid.

Conveys same 43 acres, 3 rods and 35 poles, said in this deed to adjoin the lands of J. T. Carr, Samuel Bayless and others.

NOTE: This deed contains the following recital, to wit: "To have and to hold the said land unto the said Mary A. Davenport, her heirs and assigns forever, also her mother Mahala Gobble a life interest in said land".

23. Warranty Deed.

Mary A. Davenport & husband, David, To Moses M. Davenport & wife Mary A.

Dated Dec. 9, 1909. Properly acknowledged. Reg. Oct. 20, 1910, Vol. 104, page 327. Cons: \$300.00, cash.

Conveys land in the 6th Civil District of Washington Co., Tenn.: Beginning at a stone on the north side of the Johnson City and Jonesboro road; thence with said road S. 11° W. 67 poles and 15 links to a stone at a cedar on Carr's corner; thence with Carr's line N. 85° 30' W. 28 poles and 3½ links to a stone on Carr's line corner to Lot No. 2; thence with Lot No. 2 N. 8° 35' E. 67 poles and 9 links to a stone at the north side of the Johnson City and Jonesboro road; thence with said road S. 86° E. 31 poles and 8½ links to the beginning, containing 12½ acres.

NOTES: (1) Mahala Gobble does not join in this deed, and whatever interest she had in the land, if any, remained in her.
(2) Moses M. Davenport & wife, by a deed, in which Mahala Gobble joined, afterwards conveyed the same 12½ acres to Will A. Carr, subject to the right of way of the Johnson City and Jonesboro road, or what is now spoken of as the Memphis to Bristol highway.

CERTIFICATE:

I hereby certify that the foregoing 23 numbers show a full, true and perfect abstract of title to the land described in No. 23 above of this abstract (which abstract is made to show the title by which Moses M. Davenport and wife hold said land, for the purpose of conveying the same to said Will A. Carr), and that the title thereto, at the time of the making of the deed to said Carr (above referred to) was in said Davenport and wife, subject to whatever rights Mahala Gobble had therein, and that the said deed to said Carr put that title in him, free from incumbrances, so far as shown by the records of said county, in the opinion of the abstractor. This May 18, 1913.

M. J. Lee

Abstractor.

NOTE:

There were two deeds of trust given by M. M. Davenport & wife on this land to David Davenport, Trustee, registered - one in Vol. 105, p. 232, of record of deeds; the other in Vol. 30, p. 55, of records of deeds of trust, but both are released on the margins of the pages in said Vols. 105 and 30 referred to.