

RESOLUTION 24-108

A RESOLUTION OF THE CITY OF SPRING HILL, TENNESSEE TO DESIGNATE PROPERTY LOCATED AT 4847 MAIN STREET, WILLIAMSON COUNTY TAX MAP 153, PARCEL 01001, AS A HISTORICALLY SIGNIFICANT SITE

WHEREAS, it is the policy of the City of Spring Hill to promote the preservation and protection of the physical character and quality of life in the city; to promote the educational, cultural civic awareness and general welfare of the city while providing a sense of commitment and continuity between the past and present through the encouragement of preservation and protection of historically significant sites and structures; and to foster civic pride and historic recognition through the preservation of the City's heritage; and

WHEREAS, the Spring Hill Historic Commission received a request from Doug Lackey, the property owner of 4847 Main Street to have the city formally designate this property as a Historically Significant Site; and

WHEREAS, Title 2, Chapter 4, Section 2-406 of the City of Spring Hill Municipal Code provides that sites in the City of Spring Hill will be designated as Historically Significant Sites by resolution of the Board of Mayor and Aldermen upon recommendation of the City of Spring Hill Historic Commission; and

WHEREAS, the City of Spring Hill Historic Commission has recommended this site for such designation having met the Criteria for Designation of Historically Significant Sites as defined in Title 2, Chapter 4, Section 2-407 of the City of Spring Hill Municipal Code.

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee that the property located at 4847 Main Street is hereby designated as a Historically Significant Site.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 6th day of May, 2024.

ATTEST:

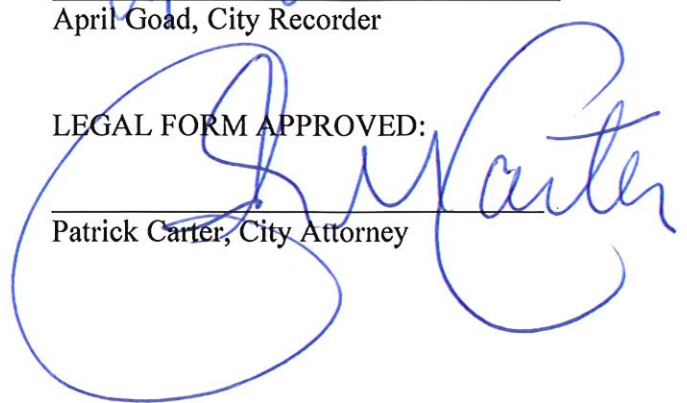


April Goad, City Recorder



Jim Hagaman, Mayor

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

To: April Goad, City Recorder
CC: Pam Caskie, City Administrator,
Tony Tolstedt, Assistant City Manager
Jim Hagaman, Mayor,
Patrick Carter, City Attorney
David Huebner, Secretary of Historic Commission

Subject: BOMA Agenda Request from the Historic Commission - Designating the Scivally Home Historically Significant

Ms. Goad,

On March 14, 2023, the Historic Commission received a request from the property owner of the Scivally Home within the city to have the city formally designate this properties as a Historically Significant Site. On April 13, 2023, the City of Spring Hill Historic Commission did consider this request and has recommended that the BOMA designated the property commonly known as the Scivally Home as a Historically Significant Site.

Pursuant to Title 2, Chapter 4, Section 2-406 of the City of Spring Hill Municipal Code, as Chair of the City of Spring Hill Historic Commission, I would request that a resolution be prepared for consideration by the Board of Mayor and Aldermen.

Suggested Agenda Language for each item follows:

1. Consider Resolution XX-XX, designating the property located at Williamson County Tax Map 153 and Parcel 01.001 and commonly known as the Scivally Home, as a Historically Significant Site. The request was made by Doug Lackey, HanHar LLC, owner of the property. It was recommended by the Historic Commission on April 13, 2023.

A draft resolution is attached for your convenience. Please note that Resolution #s would be required. I would request that Spring Hill GIS review the Parcel ID for verification and that Mr. Carter review the resolution for proper legal form.

Please do not hesitate to contact me with any questions.

Thanks!

Alicia Fitts, Co-Chairman
Spring Hill Historic Commission

SPRING HILL HISTORIC COMMISSION AGENDA APPLICATION

Date: 3/14/23

Name of Applicant: Doug Lackey Phone: 615-456-4868

Address: P.O. Box 1802 Spring Hill 37174

Name of Property Owner: Hawley LLC Phone: same

Address: same

☐ Maury Co. ☒ Williamson Co. Tax Map: 153 Parcel # 61001

SECTION 1 – Request for Designation of Historically Significant Site:

I, Doug Lackey, pursuant to Municipal Code Title 2, Chapter 4, Section 2-406, request that the property and/or site located at 4847 Main Str Spring Hill TN 37174, be designated by the City of Spring Hill as a Historically Significant Site.

The aforementioned property and/or site is (check all that apply, provide additional detail as necessary):

- ☒ Are associated with events that have made a significant contribution to the broad patterns of our history or is associated with the lives of persons significant in our past;
- ☐ A birthplace or grave of a historical figure of outstanding importance;
- ☒ Embody the distinctive characteristics of a type, period or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components lack individual distinction;
- ☐ A building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event;
- ☐ A religious property with historic importance;
- ☐ A cemetery; or
- ☐ Other (Please specify): _____

This form, along with (7) copies of the description of the property or properties in question must be filed with any applicable fee, fourteen (14) days prior to the Historic Commission meeting in order to be placed on the agenda.

Doug Lackey
Applicant's Signature

Date Received by Historic Commission: 3/14/23
Placed on Historic Commission Agenda for meeting to be held on: _____

July 4th 13, 2023, at 6 p.m.

☒ Recommended ☐ Not Recommended

Dana Martin
Secretary of Historic Commission

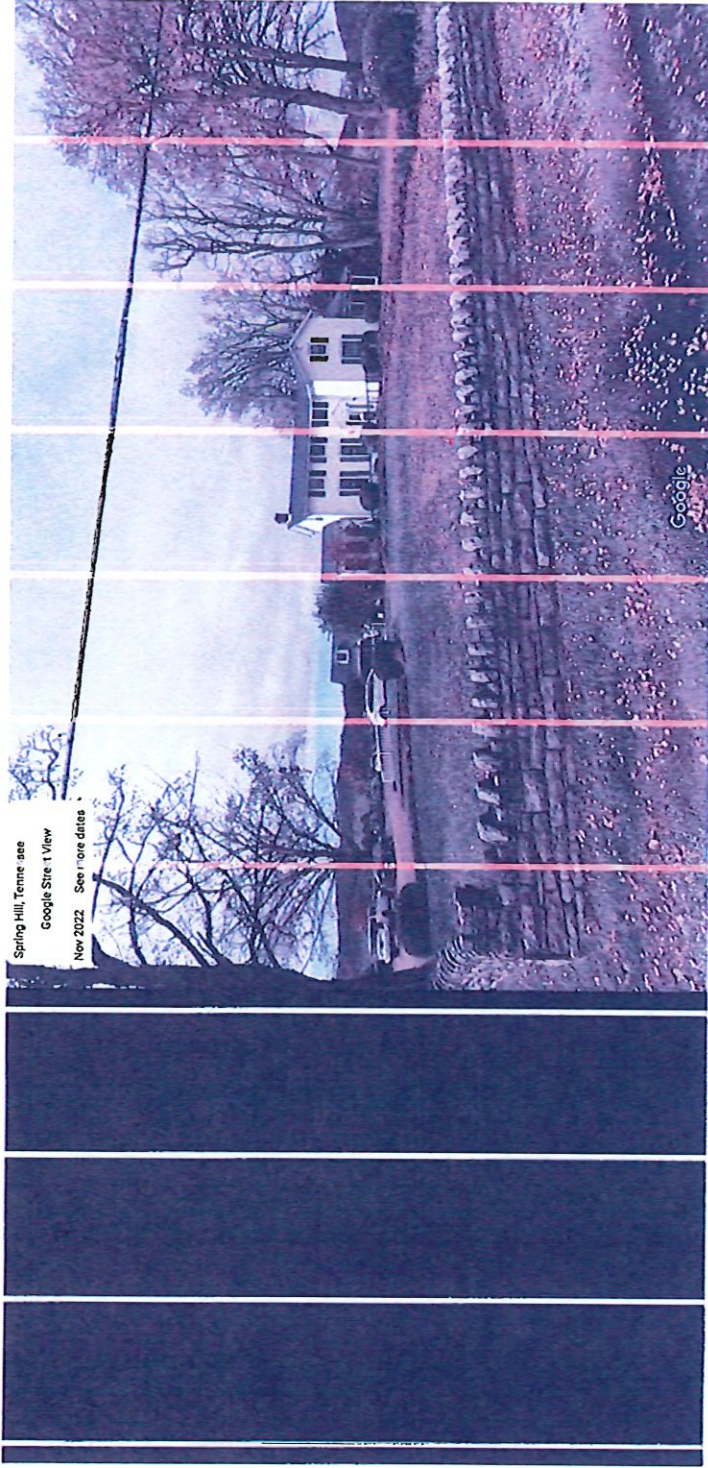


Image capture Nov 2022 © 2022 Google

← 4347 Main St

All

Street View & 360°

1969

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Being a portion of the property conveyed to M. H. Scivally, et ux, by deed of record in Deed Book 77, page 259, Register's Office of Williamson County, Tennessee.

TO HAVE AND TO HOLD the said lands, with the improvements and appurtenances thereunto belonging to the said Boyce C. Magli and wife, Cheryl S. Magli, their heirs and assigns, forever.

AND WE COVENANT with the said Boyce C. Magli and wife, Cheryl S. Magli, that we are lawfully seized and possessed of said land, in fee simple, have a good right to convey it and that it is unencumbered, except as follows:

(1) Subject to County and City taxes for the year 1969, which are a lien but not yet due and payable. Said taxes will be pro-rated between the parties as of the date of this deed, with the grantees paying their pro-rata part thereof to grantors, who will be responsible for the payment of the entire taxes when they become due and payable.

(2) Subject to easement for public road lying on and across said property. (Wilkes Road)

AND WE DO FURTHER COVENANT and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said property to the said Boyce C. Magli and wife, Cheryl S. Magli, their heirs and assigns, against the lawful claims of all persons, whomsoever.

It is agreed and understood between the grantors and grantees that the possession of the dwelling house on the above property will pass to the grantees on or before sixty days from the date of this instrument; that possession of the above described property will pass as the present crops are removed and possession of the tenant house situated on the above described property will pass to grantees on or before January 1, 1970.

*It is expressly agreed and understood between the grantors and grantees that the antique light fixture

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located in the dining room of the main dwelling house on the above described property does not pass under the provisions of this installment deed but is expressly reserved and retained by the grantors.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said BOYCE C. MAGLI and wife, CHERYL S. MAGLI, hereinafter referred to as trustor, hereby transfer and convey unto STANLEY D. HOLTMAN, TRUSTEE, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of \$20,000.00, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge,

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or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustor upon demand of the Trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things, and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs and keep said premises insured, and pay any and all sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustor fails to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of

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said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Williamson County, Tennessee, to sell said property at the front door of the Courthouse in said County to the highest bidder for cash; at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

- 1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees

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for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustor, their order, representatives, or assigns.

In case of the death, absence, inability or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first maturing unpaid note, or upon his refusal or failure to so do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Williamson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

In Witness Whereof, the parties to this instrument have signed their names, on this the 13th, day of August, 1969.

165 386

M. H. Scivally
M. H. Scivally

Elsie Green Scivally
Elsie Green Scivally

Boyce C. Magli
Boyce C. Magli

Cheryl S. Magli
Cheryl S. Magli

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Seval J. Green,
a Notary Public in and for said State and County, M. H.
Scivally and wife, Elsie Green Scivally and Boyce C. Magli
and wife, Cheryl S. Magli, the within named bargainors, with
whom I am personally acquainted and who acknowledged that
they executed the foregoing instrument for the purposes
therein contained.



Witness my hand and official seal at Franklin,
Tennessee, on this the 13th day of August, 1969.

Seval J. Green
Notary Public

My Commission Expires: October 26, 1970

8K 165-P 387

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

165-P 387

The actual value or consideration, whichever is
greater, for this transfer is \$ \$1,500.00

M. H. Schively



Sworn to and subscribed to before me, on this
the 13 day of August, 1969.

Samuel D. Bennett
Notary Public

My Commission Expires:

Oct. 26, 1970

M. H. SCHIVELY, ET UX

TO (INSTALLMENT DEED)

JOYCE C. MAGLI, ET UX

REGISTERS OFFICE
STATE OF TENNESSEE
WILLIAMSON COUNTY

Received for record this 14 day
of August, 1969 at 10:39 o'clock P.M.
Noted in Note Book 211, page 91
and Recorded in Book No. 720
For \$ 1500.00

Witness my hand
JIMMIE D. BENNETT, JR.
Notary Public

BERRY & BERRY
ATTORNEYS AT LAW
FRANKLIN, TENNESSEE 37064

Filed Aug 14-1969 10:39 am

DEED

1943

FOR AND IN CONSIDERATION of the sum of Sixteen Thousand Five Hundred (\$16,500.00) Dollars,
paid ~~and for cash~~ by M. H. Scivally and wife, Elsie Green Scivally, ~~for cash~~ \$
in cash, the receipt of which is hereby acknowledged, ~~XXXX~~ XX ~~XXXXXXXXXX~~

[illegible]

We, the undersigned bargainors,
have bargained and sold, and do hereby transfer and convey unto the said M. H. Scivally and wife, Elsie Green
Scivally the following-described land in Civil District No. 11th

Williamson County, State of Tennessee:

Beginning at the Southeast corner of the tract, a point in the center of Jackson Highway, 23 links North $12\frac{1}{2}$ degrees East of the Southwest corner of the tract sold to G. B. Dement and wife, and running thence along the North margin of the lane North $82\frac{1}{2}$ degrees West 148.60 poles to a post in Pennock's southeast corner in Hatcher's north boundary line, the southwest corner of the tract; thence with Pennock's East line North 62.60 poles to a post in her Northeast corner; thence with her North line North 71 degrees West 21.86 poles to a stake in the center of the Louisville & Nashville Railroad; thence with the center of the said Railroad North $4\frac{1}{2}$ degrees East 15 poles; North 34 degrees East 10 poles; North 30 degrees East 14 poles; North $28\frac{1}{2}$ degrees East 13.50 poles to a stake in S. W. Aaron's southwest corner in same; thence with said Aaron's south line, South $86\frac{3}{4}$ degrees East 166.52 poles to a stake in the center of the Jackson Highway, the Northeast corner of the tract; thence with the center of said Jackson Highway, South $12\frac{1}{2}$ degrees West 126.40 poles passing the N. W. corner of the tract sold to C. B. Dement at 84 poles, to the beginning, containing 122.22 acres, more or less as determined by survey of S. M. Henderson Surveyor Williamson County, Tennessee, made on October 17, 1929.

And being the same property conveyed to Mrs. Cornelia A. Hatcher and Mrs. Emma A. Ramer by deed of C. L. Liggett et ux, of record in Deed Book No. 79, page 6, in the R. O. W. C., Tennessee.

And being also the same property conveyed to Edward Ward Harris and wife, Willie Ferrell Harris by deed of Mrs. Cornelia A. Hatcher and Mrs. Emma A. Ramer of record in Deed Book No. 80, at page 153, in the R. O. W. C., Tennessee.

This conveyance is made subject, however, to an easement and right to use water from the spring or well on the above described premises in which an electric pump is now installed and from which water is now piped across the Highway to a tract of land now owned by C. B. Devent and wife, which easement was reserved by C. L. Liggett, in deed from said Liggett to Mrs. Cornelia A. Hatcher et al., above mentioned to which deed reference is here made.

It is further agreed and understood that possession of the land in cultivation for the year 1943, will be given as the fall crops are removed and that possession of the remainder of said premises will be given on or before January 1st, 1944.

It is further agreed and understood and is part of the consideration for this conveyance that for a period of ten (10) years from the date hereof no mercantile establishment or business house, filling station or dance hall shall be built or maintained on said above described premises and that said property cannot be sold or leased to persons of African descent.

To Have and to Hold the said lands, with the improvements and appurtenances thereunto belonging, to the said

M. H. Scivally and wife, Elsie Green Scivally, their heirs and assigns, forever.

And we covenant with the said M. H. Scivally and wife, Elsie Green Scivally that we are lawfully seized of said land, have a good right to convey it, and that it is unencumbered, except by taxes for the year 1943, which grantors assume and agree to pay when same become due.

And we do further covenant and bind ourselves and heirs and representatives, to warrant and forever defend the title to said property to the said M. H. Scivally and wife, Elsie Green Scivally

their heirs and assigns, against the lawful claims of all persons.

Witness our hands, this the 23rd day of October, A.D. 1943

Witness:



Willie Ferrell Harris

Edward Ward Harris

STATE OF TENNESSEE, WILLIAMSON COUNTY

Personally appeared before me, Seval J. Green, a Notary Public in and for said County and State, the within-named Edward Ward Harris and wife, Willie Ferrell Harris

, the bargainors, with whom I am personally acquainted and acknowledged that they executed the annexed instrument for the purposes therein contained.

And

wife

of the said

having appeared before me privately and apart from her husband, the said

~~acknowledged the execution of the said instrument to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint from her husband, and for the purposes therein expressed.~~

Witness my hand and official seal, at office, this 23 day of October, 1943
(SEAL)

Commission expires:

10-12-46

Seval J. Green

Notary Public.

STATE OF TENNESSEE, WILLIAMSON COUNTY.

Filed for record this 11 day of December, 1943, at 1 o'clock P. minutes M.

Rachel M. Ewing Register

Situated, lying and being in the Beasley Addition in the Town of Franklin, State of Tennessee, adjoining the lot of Zan Gibson, and fronting fifty feet on Granberry Street and running back between parallel lines 200 feet.

And being the same property sold by A. M. C. Williams et al, to Edward DeGraffenreid as of record in Book 27, page 526, in the R. O. W; C., Tennessee, and being what is known as the Edward DeGraffenreid homeplace where Melissa DeGraffenreid now lives.

In testimony whereof, the parties of the first part have hereunto set their signatures, this the day and date first above written.

Basil DeGraffenreid
Fannie Mae D. Smith
Sallie Boyd Scruggs
Bettie De. Gosey

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, R. L. Richardson, Jr., a Notary Public in and for said County and State, the within named Fannie Mae DeGraffenreid Smith, Sallie Boyd Scruggs, and Betty DeGraffenreid Gosey, the bargainors, with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purpose therein contained.

Witness my hand and official seal, at this office, this the 27th day of June, 1942.

R. L. Richardson, Jr.
Notary Public

(SEAL)

My commission expires July 14, 1943.

STATE OF INDIANA

COUNTY OF MARION

Personally appeared before me, Charles Gunsolus, a Notary Public in and for said County and State, the within named Bazzle DeGraffenreid, the bargainor with whom I am personally acquainted, and acknowledged that he executed the annexed instrument for the purpose therein contained.

Witness my hand and official seal, at this office, this the 29th day of June, 1942.

Charles Gunsolus
Notary Public

(SEAL)

My commission expires June 26, 1943

Filed for record the 8th day of July, 1942 at 9:25 o'clock A. M.

Rachel M. Ewing
Register

C. L. Liggett, et ux

Co, Deed

Mrs. Cornelia A. Hatcher et al/

Ramer, as follows: \$4333.35 in cash, the receipt of which is hereby acknowledged, and the balance by five notes, each in the amount of \$1733.33, all of even date herewith and signed

by Mrs. Cornelia A. Hatcher and Mrs. Emma A. Ramer, payable to C. L. Liggett and due respectively on or before one, two, three, four and five years after date, all of said

notes bearing interest from January 1, 1943, at the rate of 4½% per annum, payable annually and providing that default in the payment of any one or more of said notes or any interest

thereon when due, shall, at the option of the holder thereof, make all remaining notes due and payable, and to secure and make certain the payment of which a vendor's lien is

specifically retained on the real estate hereinafter described; we, C. L. Liggett and wife, Susie Williams Liggett, have bargained and sold and do hereby transfer and convey

unto the said Mrs. Cornelia A. Hatcher and Mrs. Emma A. Ramer, a certain tract or parcel

*File declare that you are the true and lawful holder of the 4 notes
dated July 8-1942 for \$1733.33 secured by the instrument, S. S. & 5th
of said town and county, and hereby acknowledge the same, on the 8th day of July, 1942.
Attest: Rachel M. Ewing, Register
Hatched Mrs. Hatcher
Ramer*

of land lying and being in the Eleventh Civil District of Williamson County, Tennessee, described as follows:

Beginning at the Southeast corner of the tract, a point in the center of the Jackson Highway, 28 links North $12\frac{1}{2}$ deg. East of the Southwest corner of the tract sold to C. B. Dement and wife, and running thence along the North margin of the lane North $82\frac{1}{2}$ deg. West 148.60 poles to a post in Pennock's Southeast corner in Hatcher's north boundary line, the Southwest corner of the tract; thence with Pennock's East line North 62.60 poles to a post in her Northeast corner; thence with her North line North 71 deg. West 21.86 poles to a stake in the center of the Louisville and Nashville Railroad; thence with the center of said railroad North $41\frac{1}{2}$ deg. East 15 poles; North 34 deg. East 10 poles; North 30 deg. East 14 poles; North $28\frac{1}{2}$ deg. East 13.50 poles to a stake in S. W. Aaron's Southwest corner in same; thence with said S. W. Aaron's South line, South $86-3\frac{1}{2}$ deg. East 166.52 poles to a stake in the center of the Jackson Highway, the Northeast corner of the tract; thence with the center of said Jackson Highway, South $12\frac{1}{2}$ deg. West 126.40 poles, passing the N. W. corner of the tract sold to C. B. Dement at 84 poles, to the beginning, containing 122.22 acres, more or less, as determined by survey of S. M. Henderson, Surveyor, Williamson County, Tenn., made Oct. 17, 1929.

And being a part of the same property conveyed to C. L. Liggett by deed of W. A. Mefford, et ux, recorded in Deed Book 71, page 147-8, in the N. O. W. C., Tennessee.

There is reserved, however, an easement and right to use water from the spring or well on the above described premises in which an electric pump is now installed and from which water is now piped across the highway to another tract owned by the undersigned, which has been sold to C. B. Dement and wife, Reeve S. Dement. Said reservation is made for the benefit of the said C. B. Dement and wife, Reeve S. Dement, and their successors in ownership of said tract of land. It is understood, however, that the said C. B. Dement and wife, Reeve S. Dement and their successors in ownership shall pay their proportionate part of the maintenance and operation of said electric pump and the current used in operating same.

To have and to hold said above described real estate with the improvements thereon and appurtenances thereunto belonging unto the said Mrs. Cornelia A. Hatcher and Mrs. Emma A. Ramer, their heirs and assigns, forever.

And we covenant with the said Mrs. Cornelia A. Hatcher and Mrs. Emma A. Ramer, that we are lawfully seized and possessed of said above described real estate, that we have a good and perfect right to sell and convey same and that it is unencumbered, except by taxes for the year 1942, which the undersigned agree to pay when due.

And we further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to said above described premises unto the said Mrs. Cornelia A. Hatcher and Mrs. Emma A. Ramer, their heirs and assigns, against the lawful claims of all persons whomsoever.

It is agreed and understood that the crops now growing on said premises are reserved by the grantors and that possession of said premises will be given as the crops growing thereon are harvested and full and complete possession will be given January 1, 1943.

In witness whereof we have hereunto set our hands on this 8th day of July, 1942.

C. L. Liggett
Susie Williams Liggett

4. Upon the 11th day of July 1942, the undersigned, holder of the within described property, did receive the sum of \$100.00 from the said C. L. Liggett and Susie Williams Liggett, for the purpose of paying the debt herein secured, and the same is hereby acknowledged by the undersigned.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Winder McGavock, a Notary Public in and for said State and County, the within named C. L. Liggett and wife, Susie Williams Liggett, the bargainors with whom I am personally acquainted and who acknowledged that they executed the above and foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in the above named State and County, on this the 8th day of July, 1942.

Winder McGavock
Notary Public

(SEAL)

My commission expires Oct. 22, 1944.

Filed for record the 9th day of July, 1942 at 8:25 o'clock A. M.

Rachel M. Lwing
Register

C. L. Liggett, et ux / For and in consideration of the sum of Four
Do, Deed / Thousand Eight Hundred and 00/100 (\$4,800.00) Dollars paid
C. B. Dement, et ux / and to be paid by C. B. Dement and wife, Reeve S. Dement, as
follows: \$1600.00 in cash, the receipt of which is hereby acknowledged, and the remainder
by five notes, all of even date herewith, each in the amount of \$640.00, signed by C. B.
Dement and wife, Reeve S. Dement, payable to C. L. Liggett and due respectively on or
before one, two, three, four and five years after date, bearing interest from date at
the rate of 4½% per annum, payable annually, and providing that default in the payment of
any one or more of said notes or any interest thereon when, due, shall, at the option of
the holder thereof, make all remaining notes due and payable, and to secure and make
certain the payment of which a vendor's lien is specifically retained on the real estate
hereinafter described; we, C. L. Liggett and wife, Susie Williams Liggett, have bargained
and sold and do hereby transfer and convey unto the said C. B. Dement and wife, Reeve S.
Dement, a certain tract or parcel of land, lying and being in the Eleventh Civil District
of Williamson County, Tennessee, described as follows:

Beginning at the Southwest corner of the tract, a point in the center
of the Jackson Highway 28 links South of the Southeast corner of the tract of land sold
by C. L. Liggett, et ux, to Mrs. Cornelia A. Hatcher, et al., and running thence with
center of said highway, North 12½ deg. East 43.52 poles to a point in same at Benton Alexander(s)
Southwest corner; thence with said Benton Alexander and H. H. Kittrell, South 87½ deg.
East 162.88 poles to a stake against a ledge of rock East of a large pin oak; thence with
Kittrell South 3½ deg. West 11.62 poles to a stake; thence with Kittrell South 86½ deg.
East 53.88 poles to a post in his inner corner, the Northeast corner of the tract surveyed;
thence with Kittrell South 1½ deg. West 75.72 poles to a post in his Southwest corner in
J. E. Howard's North boundary line, the Southeast corner of the tract surveyed; thence with
said Howard North 89½ deg. West 56.60 poles to his inner corner post; thence with said
Howard North 3½ deg. East 44.36 poles to a post in Howard's corner; thence with said Howard's
North boundary line North 86½ deg. West 169.80 poles to the beginning, containing 72.85
acres, more or less, as determined by survey of S. M. Henderson, Surveyor, Williamson
County, Tennessee, made Oct. 17, 1929.

And being a part of the same property conveyed to C. L. Liggett by
deed of W. A. Mefford, et ux., recorded in Deed Book 71, page 147-8 in the R. O. W. C.,
Tennessee.



The within debt herein secured having been paid in full to the lender, the
 thereon hereby release the lien on the within described property, held to secure the payment of
 paid debt.
 1943
 1943

from the date of delivery of this deed.

In witness whereof I have hereunto set my hand on this the 10th day of August, 1943.

STATE OF TENNESSEE
ANDERSON COUNTY



Martha Pearl Kelly

Personally appeared before me, Mattie Hollingsworth, Co. Ct. Clk, in and for said State and County, the within named Miss Martha Pearl Kelly, the bargainor, with whom I am personally acquainted, and acknowledged that she executed the above and foregoing deed for the purposes therein contained.

Witness my hand and official seal at office in Clinton, Tennessee, on this the 10th day of August, 1943.

Mattie Hollingsworth
County Court Clerk

(SEAL)
My commission expires 9/1/46

Filed for record the 12th day of August, 1943 at 2:30 o'clock P. M.

Rachel M. Ewing
Register

Mrs. Cornelia A. Hatcher, et al / For and in consideration of the sum of
To, Deed / Fifteen Thousand Six Hundred (\$15,600.00) Dollars
Edward Ward Harris, et ux / paid and to be paid by Edward Ward Harris and wife,
Mrs. Willie F. Harris, as follows: \$4354.68 paid in cash, the receipt of which is hereby
acknowledged, \$6933.32 by the assumption by the said Edward Ward Harris and wife, Mrs.
Willie F. Harris, of four notes each in the amount of \$1733.33, which said notes are
executed by Mrs. Cornelia A. Hatcher and Mrs. Emma A. Ramer, payable to C. L. Liggett and
due respectively on or before two, three, four and five years after date, the payment of
all of which is secured by lien retained in Deed from C. L. Liggett, et ux, to Mrs.
Cornelia A. Hatcher and Mrs. Emma A. Ramer, recorded in Deed Book 79, page 6, in the R.
O. W. C., and \$312.00 by the assumption by said grantees of the interest on said four
notes above described, for the period from January 1, 1943 to January 1, 1944 and
\$4000.00 by one note executed by the said Edward Ward Harris and wife, Mrs. Willie F.
Harris, of even date herewith, payable to Mrs. Cornelia A. Hatcher and Mrs. Emma A. Ramer,
due on or before January 1, 1944, bearing interest from and after maturity, and to secure
the payment of all of which a vendor's lien is retained on the real estate hereinafter
described, we, Mrs. Cornelia A. Hatcher and husband, A. L. Hatcher, and Mrs. Emma A. Ramer
and husband, Earl Ramer, have bargained and sold and do hereby transfer and convey unto
the said Edward Ward Harris and wife, Mrs. Willie F. Harris, their heirs and assigns,
subject to the restrictions and limitations hereinafter set out, a certain tract or
parcel of land, lying and being in the eleventh Civil District of Williamson County,
Tennessee, described as follows:

Beginning at the southeast corner of the tract, a point in the center of
the Jackson highway 28 links North 12½ deg. East of the Southwest corner of the tract
sold to C. B. Dement and wife, and running thence along the North margin of the lane North
82½ deg. West 148.60 poles to a post in Pennock's Southeast corner in Hatcher's north
boundary line, the Southwest corner of the tract; thence with Pennock's East line North
62.60 poles to a post in her Northeast corner; thence with her North line 71 deg. West
21.86 poles to a stake in the center of the Louisville and Nashville Railroad; thence
with the center of said railroad North 41½ deg. East 15 poles; North 34 deg. East 10 poles;

The office debt herein secured having been paid in full to the lender, and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt.
This 17th day of August 1943
Attest: *[Signature]*
Helen B. Hickey

North 30 deg. East 14 poles; North 28½ deg. East 13.50 poles to a stake in S. W. Aaron's Southwest corner in same; thence with said Aaron's south line, South 86-3/4 deg. East 166.52 poles to a stake in the center of the Jackson Highway, the Northeast corner of the tract; thence with the center of said Jackson Highway, South 12½ deg. West 126.40 poles, passing the N. W. corner of the tract sold to C. B. Dement at 84 poles, to the beginning, containing 122.22 acres, more or less, as determined by survey of S. M. Henderson, Surveyor Williamson County, Tennessee, made October 17, 1929.

And being the same property conveyed to Mrs. Cornelia A. Hatcher and Mrs. Emma A. Ramer by deed of C. L. Liggett, et ux, of record in Book 79, page 6, in the R. O. W. C., Tennessee.

This conveyance is made subject, however, to an easement and right to use water from the spring or well on the above described premises, in which an electric pump is now installed and from which water is now piped across the highway to a tract of land now owned by C. B. Dement and wife, which easement was reserved by C. L. Liggett in deed from said Liggett to Mrs. Cornelia A. Hatcher, et al., above mentioned, to which deed reference is here made.

To have and to hold said above described real estate with the improvements thereon and appurtenances thereunto belonging unto the said Edward Ward Harris and wife, Mrs. Willie F. Harris, their heirs and assigns, forever, subject, however, to the restrictions and limitations hereinafter set out.

And we covenant with the said Edward Ward Harris and wife, Mrs. Willie F. Harris, that we are lawfully seized and possessed of said above described real estate, that we have a good and perfect right to sell and convey same and that it is unencumbered except by taxes for the year 1943, which we agree to pay when due and also by the easement and lien notes above mentioned.

And we further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to said above described premises unto the said Edward Ward Harris and wife, Mrs. Willie F. Harris, their heirs and assigns, against the lawful claims of all persons whomsoever.

It is agreed and understood that possession of the land in cultivation will be given as the fall crops are removed and that possession of the remainder of said premises will be given on or before January 1, 1944.

It is further agreed and understood and is part of the consideration for this conveyance that for a period of ten years from the date hereof no mercantile establishment or business house, filling station or dance hall shall be built or maintained on said above described premises and that said property cannot be sold or leased to persons of African descent.

In witness whereof we have hereunto set our hands on this the 7th day of August, 1943.



STATE OF TENNESSEE
WILLIAMSON COUNTY

Cornelia A. Hatcher
A. L. Hatcher
Emma A. Ramer
Earl Ramer

Personally appeared before me, Mary Leila Dozier, a Notary Public in and for said State and County, the within named A. L. Hatcher and wife, Cornelia A. Hatcher, two of the bargainors, with whom I am personally acquainted and who acknowledged that they executed the above and foregoing deed for the purposes therein contained.

Witness my hand and official seal at office in the above named State and County, on this the 7th day of August, 1943.

(SEAL)
My commission expires April 16, 1945

Mary Leila Dozier
Notary Public

1932

W.A. Mefford, et ux., / For and in Consideration of the sum of Ten and 00/100
 To, Warranty Deed // Dollars paid by C.L. Liggett, the receipt of which is hereby
 C. L. Liggett, / acknowledged, and the transfer and convey of other property
 situated in Coffee County, Tennessee, we, W.A. Mefford and wife, Elizabeth Mefford,
 have bargained and sold and by these presents do transfer and convey unto the said
 C.L. Liggett, his heirs and assigns, a certain tract or parcel of land in Williamson
 County, State of Tennessee, as follows:

FIRST TRACT: Lying and being in the 11th Civil District of Williamson
 County, Tennessee, Beginning at the southeast corner of the tract, a point in the
 center of the Jackson Highway, 28 links north 12 1/2 east of the southwest corner
 of the second tract described herein, and running thence along the north margin
 of the lane North 82 1/2 west 148.60 poles to a post in Pennock's southeast corner
 in Hatcher's north boundary line the southwest corner of the tract; thence with
 Pennock's east line North 62.60 poles to a post in her northeast corner; thence
 with her north line north 71 west 21.86 poles to a stake in the center of the
 Louisville and Nashville Railroad; thence with the center of said railroad North
 41 1/2 east 15 poles; north 34 east 10 poles; north 30 east 14 poles; north 28 1/2
 east 13.50 poles to a stake in S.W. Aaron's southwest corner in same; thence with
 said Aaron's south line south 86 3/4 east 166.52 poles to a stake in the center of
 the Jackson Highway, the northeast corner of the tract; thence with the center of said
 Jackson Highway South 12 1/2 West 126.40 poles, passing the northwest corner of said
 second tract at 84 poles to the beginning, containing 122.22 acres, more or less,
 as determined by survey of S. M. Henderson, Surveyor, Williamson County, Tenn., made
 Oct. 17, 1929.

SECOND TRACT: Lying and being in the 11th Civil District of Williamson
 County, Tennessee, Beginning at the southwest corner of the tract, a point in the
 center of the Jackson Highway 28 links south of the southeast corner of the first
 tract described herein, and running thence with center of said highway north
 12 1/2 East 43.52 poles to a point in same at Benton Alexander's southwest corner;
 thence with said Benton Alexander's southwest corner; thence with said Benton Alexander
 and R.H. Kittrell, South 87 1/2 East 162.88 poles to a stake against a ledge of rock
 East of a large pin oak; thence with Kittrell south 3 1/2 West 11.62 poles to a
 stake; thence with Kittrell South 86 1/2 East 53.88 poles to a post in his inner corner,
 the northeast corner of the tract surveyed; thence with Kittrell south 1 1/2 West
 75.72 poles to a post in his southwest corner, in J.E. Howard's north boundary line,
 the southeast corner of the tract surveyed; thence with said Howard's north boundary
 line, the southeast corner of the tract surveyed; thence with said Howard North 89 1/2
 West 56.60 poles to his inner corner post; thence with said Howard North 3 1/2 East 44.36
 poles to a post in Howard's corner; thence with said Howard's north boundary line
 North 86 1/2 West 169.80 poles to the beginning, containing 72.85 acres, more or less
 as determined by survey of S. M. Henderson, Surveyor of Williamson County, made
 Oct. 17, 1929.

THIRD TRACT: Lying and being in the 4th Civil District of Williamson County
 Tennessee, Beginning at the southwest corner of the tract, at stake in the point
 of intersection of the center lines of the Buckner Road and the Jackson Highway and
 running thence with the center of the latter North 12 1/2 East 42 poles to the
 BEGINNING on the eastward curve in same and continuing 8 poles, a total of 50 poles

to a stake in the west margin of said Jackson Highway, said stake being in the center of the former location of the highway (old Franklin - Spring Hill Turnpike); thence with Sedberry's south line north 89 3/4 East 130 poles to Buford's northwest corner; thence with Buford's west line south 4 west 66 poles to Jones' northeast corner; thence with Jones' north line north 87 1/2 West 40.50 poles to a post in his northwest corner; thence with Jones' west line south 4 west 17.50 poles to a stake in the north margin of Buckner Road; thence with the north margin of said Buckner Road north 87 1/2 west 32.80 poles; north 77 1/2 west 16 poles; north 74 1/2 west 16 poles; north 43 1/2 west 13 poles to a stake in same; thence with said Buckner Road north 57 1/2 west 26 poles to the beginning, containing 59 acres, more or less, as determined by survey of S. M. Henderson, Surveyor of Williamson County, Tenn. Made Oct. 17, 1929.

For further description and source of title reference is made to the deed from A.B. Ewing, Clerk & Master, to W.A. Mefford, Book 17, page 612, deed from Henry S. Pointer and wife to W.A. Mefford, Book 37, page 253; deed from J.W. Harrison and wife to W.A. Mefford, Book 23, page 487, deed from C.O. Redmon to W.A. Mefford, Book 31, page 30, and deed from Jas. R. Buckner to W.A. Mefford Book 39, page 435, all of the Register's Office of Williamson County, Tennessee.

The purchaser C.L. Liggett assumes and agrees to pay an indebtedness against this property in the sum of \$14,500.00. Said indebtedness is evidenced by four notes aggregating the sum of \$12,000.00 together with interest, making a total not to exceed \$14,500.00. Said notes are secured by a Deed of Trust recorded in Trust Deed Book 48, page 259, R. O.W.C., Tennessee. Said grantee also assumes and agrees to pay the taxes for 1937.

To have and to hold the said tract or parcel of land, with the appurtenances, estate title and interest thereto belonging to the said C.L. Liggett his heirs and assigns, forever. And we do covenant with the said C.L. Liggett that we are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unincumbered, except as hereinbefore stated.

And we do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to said land to the said C.L. Liggett his heirs and assigns, against the lawful claims of all persons whomsoever.

Witness our hands this 16th day of June 1937.

W.A. Mefford,

Elizabeth Mefford,



State of Tennessee,
Williamson County.

Personally appeared before me W.T. Anderson, a Notary Public in and for said County and State the within named W.A. Mefford, and wife Elizabeth Mefford, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Elizabeth Mefford wife of the said W.A. Mefford, having appeared before me privately and apart from her husband the said Elizabeth Mefford, 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 and official seal at Franklin, Tennessee, this 16 June 1937.

(SEAL)

W.T. Anderson, Notary Public,

Filed for record this the 17th day of June 1937 at 3:45 P.M.

Rachel M. Ewing, Register

Witness may have had official seal, at Franklin, Tennessee, this 13th day of January, 1914.

(Seal)

W. G. Munkham Notary Public

Filed July 18-1914 at 11:20 am. See S. M. Warren Register

H. S. Pointer and wife } For and in consideration of the sum of twenty
To, Need } one hundred and twenty-five dollars, to be paid on or
W. G. Munkham } before the first day of October 1913, by William G. Munkham
Munkham, for which he the said William G. Munkham
has this day executed his promissory note in said sum, having been
advised hereunto, with and without interest after the maturity thereof, payable
on or before the first day of October 1913 to the order of Henry S. Pointer, to
become which note a vendor's lien is hereby expressly retained on the above
estate herein after conveyed, we Henry S. Pointer and wife Maria C. Pointer,
and Mrs. Jennie B. Pointer, mother of Henry S. Pointer, have payment and
paid and by these presents do transfer and convey unto the said William
G. Munkham and his heirs and assigns, all of those certain tracts or parcels
of land, located lying and being in the 11th civil district of Williamson
County, in the State of Tennessee, heretofore and described as follows: First
Beginning at a stake in H. S. Pointer's South boundary, thence with
said line south 88° 14' E. 64.08 poles to a rock, same being John Jones,
Colonel, Northwest corner; thence south 72° 28' 17.44 poles to a stake
on the north side of the public road, thence with said road north 87° 45' 14'
30.14 poles to a stake; thence N. 84° 14' W. 4.84 poles to a stake; thence N.
78° 13' 32 poles to a stake; thence N. 66° 14' W. 13.36 poles to a stake;
thence N. 18° 14' W. 10 poles to the beginning, containing two acres and five tenths
poles, in the same more or less, and being the same tract of land which
was conveyed to Henry Pointer, father of grantor Henry S. Pointer, by deed of
J. B. Alexander and wife, of record in deed book number 12 at page
538, Register's office of Williamson County, to which reference is here made,
and which passed to Henry S. Pointer, the sole heir of Henry S. Pointer, subject
to the rights of Mrs. Jennie B. Pointer, the widow of Henry S. Pointer, who
jointly with Henry S. Pointer in executing this conveyance. Second. Being
all of lots numbers 1, 2, 3 and 4, except one and one-tenth acre
one of the corner of said lot number 2, which was heretofore conveyed by
H. S. Jellum and wife to J. B. Alexander, the metes and bounds of which one
and one-tenth acre are set out in the deed to J. B. Alexander to which
reference is made. Said lots numbers 1, 2, 3, and 4 being the lots designated
as timber land in the plat and survey by the commissioners in the case
of Brasley and Pointer, executor, vs. Patsy Pointer, et al., in the County
Court of Williamson County, Tennessee, to which reference is here made,
and being a portion of the lots purchased by H. S. Jellum from Henry Pointer
or evidenced by his deed to said Jellum which is deposited August 4,
1886, on pages 427-8 of deed book number 11 in the Register's office.

Witness and Intra Holder of the estate created by the instrument within reported, and hereby testify that the execution thereof and delivery of this deed to secure the same in full this 13th day of January, 1914.

of Williamson County, Tennessee, to which reference is here made, and said four lots of land herein conveyed are bounded as follows: Lot No. one of timber land, beginning on the southwest corner of lot number 1 which was set apart on said survey to Samuel Porter, Thence with the same North $88^{\circ}12'$ East 60 poles to a stake 4 poles west of an elm marked for and apt., Thence North Two east 31 poles to a mulberry, Thence along on hillside, Thence North $88^{\circ}12'$ West 65 poles to the center of pole, large red oak pointer standing on east side of pole, Thence with the same North 11 east to the beginning containing eleven and one-fourth acres ($11\frac{1}{4}$) and being the lot originally set apart to Pallas M. Bradley of the timber land, Lot No. two, Timber land on said plat, being same purchased by W. J. Fuller from W. L. Abornathy, and wife Rosa Abornathy, as evidenced by their deed dated - day of - 1889 - and bounded as follows: Beginning in the center of the Proclamation and Columbia Pacific Northwest corner of timber lot number 1, Thence North $88^{\circ}12'$ East 65 poles to the southeast corner of lot number 1, Thence North Two east 32 poles to a stake in T. B. Alexander's North boundary, Thence North $88^{\circ}12'$ West 69 poles to the center of the pole, Thence with the center of the same 32 1/2 poles to the beginning, containing thirteen and three-fourth acres ($13\frac{3}{4}$), from which is to be deducted the one and one-fourth acres conveyed by W. J. Fuller to T. B. Alexander as hereinafter stated, and leaving in this lot number 2 twelve and thirteen-thirtieths acres ($12\frac{13}{30}$), herein conveyed Lot No. three, Timber land, beginning in the northwest corner of lot number 1 of timber land, Thence South 2 west 63 poles to a stone in Alexander's North boundary, Thence with same North $88^{\circ}12'$ East, 35 poles to the mulberry, and two elms, Thence North two degrees east 63 poles to a pole of stone pointer, two elms and walnut pointer, Thence North $88^{\circ}12'$ West 35 poles to the beginning, containing fourteen (14) acres and being the lot of timber land set apart to Cynthia M. Hancock, Lot No. four, Timber land, beginning on the northwest corner of lot number 3, Thence North $88^{\circ}12'$ East 35 poles to the point where Paul's Northward corner, Thence North Branch line South 2 west 63 1/2 poles to T. B. Alexander's corner, Thence with the same North $88^{\circ}12'$ West 35 poles to the northwest corner of lot number 3, Thence North 2 east 63 1/2 poles to the beginning, containing fourteen (14) acres and being the lot of timber land set apart to Henry Porter and reference is here made to the record plat, report and proceedings in said case of Bradley and Porter against Pallas Porter et al for a more accurate and complete description of said lands, the four lots containing or being: Lot No. 1, $11\frac{1}{4}$ acres; Lot No. 2, $12\frac{13}{30}$ acres; Lot No. 3, 14 acres; and Lot No. 4, 14 acres; aggregating together 51 and 1/10 acres, more or less, herein and hereby intended to be conveyed, and said four lots being the same conveyed to Henry O. Porter, father of said Henry S. Porter, by deed of W. J. Fuller and wife of record in said

book number 12 at pages 11-13. Register Office of Williamson County to which reference is here made, and which passed to Henry S. Pomeroy, the late heir of Henry C. Pomeroy, subject to the right of Mrs. Jennie S. Pomeroy, the widow of Henry C. Pomeroy, who joins with Henry S. Pomeroy in making this conveyance. To have and to hold said tract or parcels of land together with the rights, privileges, easements and appurtenances thereto belonging to the said William S. Hufford and to his heirs and assigns forever. And in the foregoing grantee consent with the said grantee and his heirs and assigns that we are lawfully seized and possessed of said lands in fee simple, have a right to convey it and that it is unincumbered, and in the foregoing grantee do further covenant and bind ourselves our heirs and representatives to warrant and forever defend the title to said land to the said William S. Hufford and his heirs and assigns against the lawful claims of all persons whomsoever, witness our hands this September 2, 1913.

Jennie S. Pomeroy

Henry S. Pomeroy

Matie C. Pomeroy

State of Tennessee, County of Morgan.

Personally appeared before me Esth Ayres, a Notary Public in and for said State and County, duly and regularly appointed, commissioned and qualified, the within named persons, Henry S. Pomeroy and wife, Matie C. Pomeroy, and Mrs. Jennie S. Pomeroy, a widow, with all of whom I am personally acquainted and who acknowledged that they executed the within conveyance and of conveyance for the purposes therein contained. And Mrs. Matie C. Pomeroy, wife of the said Henry S. Pomeroy, having appeared before me privately and apart from her husband, the said Mrs. Matie C. Pomeroy, acknowledged the execution of said deed 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 and seal at office in the State and County aforesaid this 4th day of September 1913.

(Seal)

Esth Ayres Notary Public

Filed July 21-1914 at 10¹⁵ AM. L. H. M. County Register

J. B. Long, Jr., Clerk

vs. J. C. Long, Jr.

Jennie & Francis Horrell

Mrs. Jennie S. Horrell et al.

vs.

Mary Horrell et al.

It appearing to the Court that in the case, the 48 acres, more or less, of land, was sold and sold confirmed at the November Term 1910, and it further being made to appear to the satisfaction of the Court that in the description of said lands two calls were left out, and that an acre or

corner, it being the S. E. Corner of Hood land No. 3 thence N. 87° west 53 poles & 22 links to a stone N. E. of one stone, thence S 2 West 78 poles to a stone on the west side of gate post, thence South 89½ East 57 poles to a stake in bridge North boundary line, thence North 76¼ poles to the beginning, containing 26 acres and 114 poles, more or less, said land being a part of the lands of William Harrison, decd., as shown by survey & plat of W. H. Harry entered on page 144-5-6 minute Book of County Court March term 1878. To Have and to Hold the said lands with the improvements and appurtenances thereunto belonging, to the said W. A. Mafford, his heirs and assigns forever. And I covenant with the said W. A. Mafford that I am lawfully seized of said land, have a good right to convey it, and that it is unincumbered, And I do further covenant and bind my heirs and representatives to warrant and forever defend the title to said property to the said W. A. Mafford, his heirs and assigns, against the lawful claims of all persons. And I Annie B. Harrison, wife of the said J. M. Harrison, do hereby transfer and convey and release and relinquish to the said grantee, his heirs and assigns, all right, title and interest of every kind whatever I have or may have in and to said property and particularly such as I have or may have under and by virtue of the lands of Tennessee relating to homestead and dower. Witness our hands this, the 1 day of Oct. One Thousand Nine Hundred and two (A. D. 1902).

J. M. Harrison

Annie B. Harrison

State of Tennessee, County of Williamson.

Personally appeared before me, O. A. House, a Notary Public the within named J. M. Harrison & wife Annie B. Harrison, the bargainers with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein contained, And Mrs. Annie B. Harrison 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 O. A. House, N.P., at office, this, the 6th day of Oct. 1902. O. A. House, N.P.

(seal)

Filed Oct. 6th 1902, at 10:30 A. M.

O. B. Rachall, Register.

St. L. & Co. Clk.

I declare that I am the lawful holder of the claim shown by the within recorded instrument and hereby acknowledge the receipt of the same and discharge of him to secure same in full. J. M. Harrison

W. B. Stinson For and in consideration of the sum of eight dollars, we have this day bargained and sold unto J. P. Brook, Jack Sullivan, J. W. Lemley, W. M. Ferlin, J. A. Brock & W. R. Southern, Trustees, the following lot of land lying and being in the first civil district of Williamson County, State of Tennessee, and bounded as follows: Beginning on J. S. Howell N. W. corner, running west 35 yards with Outby's line to Jack Sullivan's S. E. corner, thence J. one hundred and forty yards to said Sullivan's corner, thence east 35 yards with said Sullivan's, thence North to the beginning containing one acre, more or less. To have and to hold unto the said Trustees and their successors in office forever, said land to be used and set apart for the use of the Methodist Missionary Church we covenant with them that we are lawfully seized of said land have a good right to convey it, we covenant to forever warrant the title to said land against all persons, this July 23, 1902,

W. B. Stinson,

Frederic Stinson

State of Tennessee, Williamson County,

Personally appeared before me, J. W. Hendricks, a Notary Public in and for said County, the within named bargainers, W. B. Stinson with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. And Frederic Stinson, wife of the said W. B. Stinson, having personally appeared before me, privately and apart from her husband, the said Frederic Stinson acknowledged the execution of the said deed to have been done by her freely, voluntarily, and understandingly, without compulsion or restraint from her said husband, and for the purposes therein expressed, Witness my hand and official seal, this 23rd day of July - 1902. J. W. Hendricks, Notary Public.

(real) Filed Oct. 6th 1902 at 9:40 A. M.

O. B. Caschells, Register.

J. W. Harrison For and in consideration of the sum of Twenty Eight and $\frac{77}{100}$ Dollars, paid in cash, the receipt whereof is hereby acknowledged To { Deed and \$1200⁰⁰ by 4 notes made by W. A. Mufford which notes are as follows: Four notes for three (\$300⁰⁰) hundred dollars each, dated Oct. 1st 1902 due in one, two, three & four respectively with interest from date, payable annually, and to secure and make certain the payment of which notes or deferred payments a lien is ~~retained~~ hereby expressly reserved and retained on the lands hereinafter described, and hereby conveyed, until the whole (principal and interest) is paid. J. W. Harrison have bargained and sold, and do hereby transfer and convey unto said W. A. Mufford the following described land in Williamson County, State of Tennessee: A certain tract of land lying in the 11th civil district of said County & State & described as follows: Beginning on J. B. Alexander's S. E.

Witness my hand and official seal, in the State and County aforesaid on this
12 day of Feb. 1916.

(SEAL)

R. L. Hall, Notary Public.

Filed for record this the 3rd day of April 1916. At 10- A. M.

C. G. Lavender, Register.

Jas. R. Buckner, et ux. }
to/deed } FOR and in consideration of the sum of Eleven Hundred
W. A. Mefford. } \$ dollars cash in hand paid, the receipt of which is
hereby acknowledged we have this day bargained, and
sold and do ~~W. A. Mefford~~ by this instrument transfer and convey unto W. A. Mefford, the
following tract of land described as follows:

Lying in the 4th civil district of Williamson County, Tenn., and on the west
side of the Columbia Pike and bounded as follows: viz: On the North by the lands
of S. S. Young, on the east by the Columbia pike, and on the south, and west
by lands of W. A. Mefford, containing 9- $\frac{1}{2}$ acres, more or less. being the
same tract of land conveyed to Wm. B. Veevers by deed of Mrs. Ivie. M. Alex-
ander, and husband T. B. Alexander by deed of record in R. O. W. C.

To have and to hold the said lands together with all improvements, and appur-
tenances thereunto belonging to the said W. A. Mefford, his heirs and assigns
forever. And we, covenant with the said W. A. Mefford that I am lawfully
seized, and possessed of said land, have a good right to convey the same, and
that it is unincumbered. And I do further covenant to bind myself, my heirs,
and representatives to warrant and forever defend the title to said property
to the said W. A. Mefford his heirs, and assigns against the lawful claims
of all persons.

Witness our hand this the 3rd day of November 1915.

U. S. I. R. \$1.00

Jas. R. Buckner,

Louise Eve Buckner,

STATE OF TENNESSEE, MAURY COUNTY.

PERSONALLY appeared before me, E. H. Ayres, Notary Public in and for said
County and State, the above named Jas. R. Buckner and Louise Eve Buckner
the bargainors with whom I am personally acquainted, and who acknowledged that
they executed the above instrument for the purposes therein expressed.
And Louise Eve Buckner, wife of the said Jas. R. Buckner, having personally ap-
peared before me, privately and apart from her husband, the said Louise Eve
Buckner acknowledged the execution of the said instrument to have been done
by her freely, voluntarily and understandingly, without compulsion or con-
straint from her said husband, and for the purposes therein expressed.
My commission expires April 1916.

Witness my hand and seal at office in Spring Hill, Tenn., this 16 day of
Feb. 1916.

(SEAL)

E. H. Ayres, Notary Public.

Filed for record this the 3rd day of April 1916. At 1-30 P. M.

C. G. Lavender, Register.

W.A.Roberts, et ux., ; FOR AND IN CONSIDERATION OF the sum of Two Thousand Twen-
To/Deed, ; ty-eight and 12/100 (\$2028.12), Dollars, paid and to be
J.E.Kelley., ; as follows:- Five Hundred Twenty-five (\$525.00), Dollars,
cash in hand paid, the receipt of which is hereby acknowl-
dged, and Fifteen Hundred Three and 12/100 (\$1503.12), Dollars, due by (83) equal
promissory notes of Eighteen and No/100 (\$18.00), dollars each, of even date
herewith, without interest, due on the first of each month respectively, the
first one falling due May 1, 1916, and also one note for Nine and 12/100 (\$9.12)

State of Tennessee To L L Harrison Esq. You are hereby authorized and
Williamson County } empowered to take the examination of Mrs. Luella Jones
Stonfield, wife of Thos. L. Stonfield, privately and apart
from her husband, relative to the four executions of the within (or
unnamed) deed, and the same so taken to certify under your hand and
seal witness Jno H. Deffenbacher Clerk of the County Court of William-
son County, at office the 11 day of Feb'y 1884.

Jah 10 d. Breffensied Clerk.

State of Tennessee }
Williamson County } Mrs. L. J. Stanfield wife of Thomas L. Stanfield
} being personally appeared before me and being
} by virtue of the authority in me vested, here ex-
} amined privately and apart from her said husband and she
} having acknowledged the due execution of the within (or annexed)
} deed by her freely, voluntarily and understandingly, without com-
} pulsion or constraint by her said husband and for the proper
} reasons therein expressed, the same is therefore certified.
Witness my hand and seal this 15th day of February 1886.

J. L. Harrison, Jr., (a)

Noted at 1245m. going 11% 1887. Registered July 12th 1887. J. B. Beeson RME

John Smith
Haley and W. B. Bell
and son. George Tolson

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Know all men by these presents, that for and in consideration of the sum of one thousand dollars to be paid on or by January 1st 1889, by H.P. Painter to me the undersigned Wm J. Bellman as evidenced by said Painter's note to me bearing date aforesaid. I have this day bargained and sold and by these presents do bargain, sell, transfer and convey to the said H.P. Painter his heirs and assigns the following described pieces, parcels or lots of land situated, lying and being in the 11th Civil District of Williamson County Tennessee, and being all of Lots Nos 1, 2-3 & 4 except 1/4 acre of the corner of said Lot No 2 this day conveyed by me to J.R. Alexander, the metes & bounds of which 1/4 acre are set out in my deed to said J.R. Alexander to which reference is here made. Said lots Nos 1-2-3 & 4 being the lots designated as timbered land in the Plat and conveyance made by the Commissioners in the case of Bradley & Painter Ex-Executors vs Patton Painter: & also, in the County Court of Williamson County Tennessee. to which reference is here made and being a portion of the lots purchased by me from Henry Painter as evidenced by his deed to me, which was Registered August 14th 1886, on pages 427 & 428 of Book of Records No 11 in the Registers office of Williamson County Tennessee to which reference is here made, and said four lots of land have been conveyed and bounded as follows: Lot No 1 of Timbered Land Conveyed and bounded as follows: Lot No 1 which was set apart beginning on the SW corner of Lot No 1 which was set apart in said Survey to Samuel Painter, thence with the same S 88 1/2° E 60 poles to a Stake 4 poles west of an Elm marked

four + eight. thence S. 2° W. 31 poles to a Mulberry, 2 Elms on Hill side, thence
 N. 88° E. W. 65 poles to the center of Pike, large Red Oak. Painter standing
 on each side of Pike, thence with the same N. 11° E. to the beginning
 containing 11 1/4 acres being the lot originally set apart to Sallie W. B. M.
 11 1/4 of the Timber land. Lot No 2. Timber land on said Plat
 being same purchased by me from W. L. Abner, my wife, Mrs. Abner
 by a. enclosed by their deed to mine dated day of 1884 and
 recorded as follows. Beginning in the center of the Franklin &
 Leadbetter Term Pike. S. W. corner of timber lot No 1. thence S. 88° E.
 E. 65 poles to the S. E. corner of Lot No 1. thence S. 2° W. 82 poles to a
 Stake in S. B. Alexanders. S. B. line, thence S. 88° E. W. 68 poles to
 the center of the Pike, thence with the center of the same
 32 1/2 poles to the beginning, containing 13 1/2 acres, from which
 is to be deducted the 1 1/4 acres conveyed by me to S. B. Alexander
 as herein before stated, thus leaving in this lot No 2, 12 1/2 acres
 being conveyed Lot No 3. Timber land in said land of Henry
 Painter to me above referred to, beginning on the N. E. corner
 of Lot No 1 of Timber land, thence S. 2° W. 63 poles to a stake
 in Alexanders S. B. line, thence with the same S. 88° E. 35
 poles to a Mulberry & 2 Elms, thence N. 2° E. 63 poles to a pile
 of Stone Sawpost, 2 Elms & Walnut Painter, thence N. 88° E. W.
 35 poles to the beginning, containing 14 acres being the lot
 of Timber land set apart to Sallie W. B. M. Lot No 4
 Timber land in said of Henry Painter to me above refer-
 red to beginning on the N. E. corner of Lot No 3. Timber land
 thence S. 88° E. 35 poles to the N. end corner Banks & W. cor-
 ner, thence with Banks line S. 2° W. 62. 1/2 poles to W. Alexander
 corner, thence with the same N. 88° E. W. 35 poles to the S. E.
 corner of Lot No 3, thence N. 2° E. 63. 1/2 poles to the beginning
 containing 14 acres, the lot of Timber land set apart to Henry
 Painter, and reference is here made to said deed herein
 before referred to & to the Plat, Report & proceedings in said case
 of Bradley & Painter vs. S. B. Patton Painter & al., for a more
 accurate & complete description of said lands, the said four
 lots containing as follows, Lot No 1, 11 1/4 acres, Lot No 2, 12 1/2
 acres, Lot No 3, 14 acres & Lot No 4, 14 acres, aggregating together
 or 51 1/2 acres more or less, herein thereby intended to be con-
 veyed, to the said H. P. Painter, to have & to hold said parcels of
 land with the appurtenances thereto belonging to him his heirs
 and assigns, I certify that I am lawfully seized of the same
 have a good right to convey the same & that the same is not
 encumbered. And I will warrant & forever defend the title ther-
 of to the said H. P. Painter his heirs & assigns against the law-
 ful claims of all persons whomsoever, it being understood
 however that a Lien is hereby retained on said land until
 the whole of the purchase money shall be paid & I am to give
 possession of same by day 1st of May, at which time the note
 for the purchase money falls due. Was Sallie B. Gellmer wife

This
 is the
 said
 lot

of said Wm Zellner, signs this deed for the purpose of relinquishing
any & all claims she as his said wife may have in & to said land
including her right to Homestead.
In witness whereof we have hereunto set our hands & affixed our seals
this 10th day of 1884.

W. J. Zellner (and)
 Lillian W. Zellner (and)

State of Tennessee }
Davidson County } Personally appeared before me W. D. Smith Clerk of
the County Court of said County, the within
named W. J. Zellner and wife Sallie R. Zellner
the bargainors, with whom I am personally acquainted, and
acknowledged that they executed the annexed instrument
for the purposes therein expressed.
And Sallie R. Zellner wife of the said W. J. Zellner having
personally appeared before me, privately and apart from her husband,
the said Sallie R. Zellner acknowledged the execution
of the said "to have been done by her freely voluntar-
ily and understandingly, without compulsion or constraint
from her husband, and for the purposes therein expressed.
Witness my hand & office, this 8 day of Nov 1896.

W. Smith Clerk.

Noted at 140 P.M. June 11th 1887. Registered June 12th 1887. J. L. Buford Rice

1. This Indenture made the 12th day of January, 1887, between Thomas E. Higgins of the first part, and Saml. Byers, and Lela Byers of the second part, all of Williamson County, State of Tennessee, witnesseth: That for and in consideration of five dollars cash in hand paid to the said Thomas Higgins, by the said Saml. Byers and Lela Byers, the receipt of which is hereby acknowledged, the said Thomas E. Higgins of the first part hath lawfully bargain, sell, transfer and convey, to the said Saml. Byers and Lela Byers of the second part, his entire interest in a certain tract or parcel or lot of land in the County of Williamson, State of Tennessee, and lying and being on the north west side of the Public Square in the town of Franklin, and being lots 1 and 2 and 3 upon the plat of Mrs M F Harris property, and described as set forth in the deed of Wm Winstead & Co of date Feby 26th 1886, to Byers & Andrews, and on same day by M L Andrews to Thos Higgins. And reference to which deeds is here made for specific metes and bounds. To have and to hold said real estate with all the hereditaments and appurtenances thereto belonging to the said Saml. Byers and Lela Byers and their heirs and assigns forever in witness whereof the said Thos Higgins hath hereunto set his hand this January 12th 1887

Thos Higgins.

Thos^W Haynes.



City of Spring Hill Historic Commission
Minutes

April 13, 2023 – 6:00PM



Co-Chair Alicia Fitts called the meeting to order in the City Hall Courtroom at 6:00PM

Attendees: Co-Chair Bill Benedict, Co-Chair Alicia Fitts, Jonathan Duda, Alderman Will Pomeroy, and David Huebner

Guests: Peter Hughes, Austin Brass, Brenda Hogan, Tom Powers

With Secretary Juriew absent, Jonathan Duda agreed to prepare minutes.

Item #1: Minutes and Member Updates

Jonathan Duda made motion to approve March 9 Minutes. Seconded by Bill Benedict. Motion approved unanimously.

Item #2: Old Business

Driving Tour update from Jonathan Duda. Sign content is still being collected.

Cemeteries – David Huebner updated commission. TN State Historic Commission has released a statewide cemetery inventory database:

<https://www.tn.gov/historicalcommission/state-programs/tennessee-historic-cemetery-preservation-program/tennessee-historic-cemetery-register-and-gis-map-of-the-state-s-historic-cemeteries.html>

Speaker Series –Alicia Fitts provided an update. Phil Bennet presented General Van Dorn at the last event which was well attended. Planning for an onsite tour of the UT Ag Experiment Station in May.

New markers – Commission reviewed a quote from vendor Impact Signs, the original vendor of the Historic Commission plaques for City recognized Historically Significant Sites. \$315 per sign. Alicia Fitts made motion to approve a purchase of 25 plaques at \$315 per sign, \$7,850 total, plus shipping and related expenses. Seconded by Jonathan Duda. Motion approved unanimously.

St. Marks – Alicia Fitts updated commission. Structural Engineering assessment has been completed.

CLG Update – Peter Hughes introduced new City Planner Austin Brass who has previous experience with CLG, and will be heading up this project for the City.

Project Smash update – Jonathan Duda updated the commission. Project Smash came back to the Planning Commission after re-phasing the project due to market demand to receive approval for updated conditions per the re-phasing. Residential Phases 2 and 3 have now been moved forward to Phase 1. Jonathan Duda explained his objection to the residential in the vicinity of Spring Hill Battlefield.

White Hall Development Update – Peter Hughes provided an update to the Commission. White Hall project received Board of Zoning and Appeal approval on variances to accommodate building setback and build to zones as recommended by the Historic Commission. BOZA deferred a special use request for residential. Property representatives are considering adjustments to their plan.

Item 3: New Business

Properties reviewed for Historically Significant Site recognition by the City. Alicia Fitts provided information on each property, and the Commission discussed the merits for each to be formally recognized as a Historically Significant Site.

1. St Mark's United Primitive Baptist Church, 518 Maury Hill

Motion to recommend to the BOMA to recognize as Historically Significant Site was made by Bill Benedict. Seconded by Jonathan Duda. Motion passed unanimously.

2. Odil House, 5323 Main St

Motion to recommend to the BOMA to recognize as Historically Significant Site was made by Jonathan Duda. Seconded by David Huebner. Motion passed unanimously.

3. Doctor's Shoppe/Gorham Wing House 5322 Main St

Motion to recommend to the BOMA to recognize as Historically Significant Site was made by Jonathan Duda. Seconded by Bill Benedict. Motion passed unanimously.

4. Warren House, 1101 School St

Motion to recommend to the BOMA to recognize as Historically Significant Site was made by Jonathan Duda. Seconded by Alderman Pomeroy. Motion passed unanimously.

5. Scivally House, 4847 Main St

Motion to recommend to the BOMA to recognize as Historically Significant Site was made by Jonathan Duda. Seconded by David Huebner. Motion passed unanimously.

6. 511 Maury Hill

Motion to recommend to the BOMA to recognize as Historically Significant Site was made by Bill Benedict. Seconded by Jonathan Duda. Motion passed unanimously.

7. Will Odil House, 2486 Depot St

Brenda Hogan, owner of the house was present.

Motion to recommend to the BOMA to recognize as Historically Significant Site was made by Jonathan Duda. Seconded by David Huebner. Motion passed unanimously.

The Historic Commission thanked Brenda Hogan for bringing this application for the house to receive this designation.

8. Polk House, 716 Beechcroft Rd

As this property is being requested by Alicia Fitts, she recused herself from discussion and consideration.

Motion to recommend to the BOMA to recognize as Historically Significant Site was made by Jonathan Duda. Seconded by Alderman Pomeroy.