

Record of Selling the Daniel Richard Phelps Homestead in Order to Settle His Estate

Daniel Richard Phelps(1839-1910) had not written a will before he died in 1910. By law, the farm on which his widow and several of his children lived, had to be sold at auction to satisfy the legitimate claims of all the heirs. The sale took place at the Blount County Court House on December 13, 1913. The highest bid was \$3502. At the end of the day, W.B. Lovingood was the new owner of what had been the Phelps family farm. A copy of the court document is shown below:

This Deed, made and entered into this 7th day of January 1915, between C.B. Badgett, Clerk of the County Court of Blount County, Tennessee, of the one part, and W.B. Lovingood of same County, Tennessee, of the other part.

Witnesseth, That whereas, at the november Term, 1913, of the County Court, at Maryville, Tennessee, in the case of Sarah Jane Phelps et al: vs. Richard E. Phelps et al: a decree was made by said Court directing the Clerk to sell at public auction, to the highest bidder, on the following terms; Six and twelve months the following premises, to-wit, a tract of land situated in the 10th Civil District of Maryville, Tennessee, and bounded as follows; Beginning at a black oak on the top of Gray Ridge, corner to Shadrick Hicks, and running with his line north 40 E. 125 5/10 chs. to a hickory, thence S. 36 East 15 7/10 chains to a stake and pointers, thence with G. Blackburn 34 1/2 East 9 7/10 chs. to a stake and pointers, thence S. 16 1/2 East 12 6/10 chs. to a spanish oak, north 14 1/2 West 28 6/10 chs. to a post oak, thence S. 16 1/4 W. 86 1/10 chs. to a stake and pointers thence N. 54 3/4 West 82 9/10 chs. to the beginning, containing 168 acres, more or less.

and whereas the Clerk of said court, after having first complied with the provisions of said decree and advertised according to law, proceeded on the 13th day of December, 1913, to sell before described premises, and at said sale W.F. Phelps who transferred said bid to W.B. Lovingood became the purchaser of said premises at and for the sum of Thirty Five Hundred and Two (\$3502.00) Dollars and whereas the Clerk reported said sale to said Court, which report of sale was, by said Court at the March Term, 1914, thereof in allthings confirmed, and the title divested out of all the parties to the suit, and vested in said purchaser W.B. Lovingood, and the Clerk directed to execute to the said purchaser a deed for the same.

Now, therefore, in consideration of the premises, and the further consideration of Thirty Five Hundred and Two (\$3502.00) Dollars, all of which has been fully paid, the said C.B. Badgett Clerk as aforesaid, doth by these presents sell, convey and transfer unto the said W.B. Lovingood his heirs and assigns, the above described premises, and all the right, title, interest and claim of all the parties to the said suit in and to the same. To have and to hold unto the said W.B. Lovingood his heirs and assigns as an inheritance in fee simple.

And the said C.B. Badgett, Clerk aforesaid, further covenants and agrees with the said W.B. Lovingood that he will forever warrant and defend the said premises unto the said W.B. Lovingood his heirs and assigns, against the claims of all parties, in as full and ample manner as he as Clerk can or ought to warrant the same, but no further or otherwise.

In witness whereof, the said C.B. Badgett, Clerk as aforesaid, hath hereunto set his hand and seal of office, at office, in Maryville, Tennessee, the day and date above written.

C.B. Badgett, Clerk.