

TN.017 DEED BU PERRY HILL TO COLWELL P. SHIPE, DATED 3RD
OCTOBER 1836, RECORDED IN FRANKLIN CO. TN. DEED BOOK
"P" PAGES 249 & 250.

Entered in April of 1998 by Robert R. Hill of Brandon, Fl:

Source: Zero copy provided by Mr. E. Ray Hill of Kansas
City, Missouri.

This Indenture made this 3rd day of October in the presents
in the year of our Lord ONE THOUSAND EIGHT HUNDRED AND THIRTY
SIX between PERRY HILL of the one part and COLWELL P. SHIPP
of the other part, both of the county of Franklin. state of
Tennessee (two words not legible) WITNESSETH that the said
PERRY HILL for and in consideration of the sum of ONE DOLLAR,
to him in hand, paid as well as well as the consideration
herein after mentioned, hath this day bargained and sold and
by these presents, doth bargain and sell unto the said
COLWELL P. SHIPP, his heirs and assigns forever TWENTY TWO
HEAD OF HOGS. THREE HEAD OF CATTLE, ABOUT ONE HUNDRED BARRELS
OF CORN, TWO THOUSAND POUNDS OF SEED COTTON, ONE RONE MARE &
CALF AND ONE BLACK HORSE, to have and to hold the above
property to the said COLWELL P. SHIPP, his heirs free
forever the claim of all laws and whatsoever IN TRUST of the
whereas the said PERRY HILL stands justly (word not legible
but thought to be "indebted") to ROBERT H. OLIVER in the sum
of TWENTY FOUR DOLLARS by note, due the 25th of DECEMBER
NEXT (1836). also to J.W. & A. L. CAMPBELL & COMPANY in the
sum of TWENTY FOUR DOLLARS by note due the 25th of DECEMBER
next (1836) and also to DANIEL CHAMPION in the sum of FOUR
DOLLARS AND TWENTY FIVE CENTS by note due the 25th day
December next (1836) for all of which debts JOHN OLIVER is
bound or the security of the PERRY HILL NOTE THEREFOR if the
said PERRY HILL doth will and truly pay and satisfy said
debts or secure same the said JOHN OLIVER from all debts or
harm or accounts (four words not legible) aforesaid then this
indenture and every part of thereof to be null and void, and
in further trust the said PERRY HILL should fail to pay or
refuse to pay and totally said debts by the time they come
due or to release against the said JOHN OLIVER on accounts of
his said security aforesaid, then the Trustee is authorized
to posses and sell land or property to the highest bidder for
(READY?) money after giving a ten day written notice of the
time and place of sale is thereof most probable place in the
neighborhood where the said PERRY HILL now lives, the sale to
take place at HILL'S house, and out of the proceeds of the
sale together the debts
aforesaid and the expenses incumbent to this deed , and the
overplus, if any, to be passed over to the said PERRY HILL or
his legal representative , it is (WORD NOT LEGIBLE) and
agreed between the parties hwewto, that the said PERRY HILL

is to have the use and possession of said (WORD NOT LEGIBLE)
until he makes default in the promises- IN TESTIMONY WHEREOF
I have hereunto set my hands and affixed our seals on the day
and year first above written (3RD OCTOBER 1836).

signed by/ PERRY (L) HILL (LS)
his mark
C. P. SHIPP (LS)

the words "two thousand pounds of cotton seed" is named to
Daniel Champion interlined before signed

STATE OF TENNESSEE: Personally appearing before me, WILLIAM
W. BROZETHON, Clerk of County Court of Franklin County PERRY
HILL. the bargoneer and S.P. SHIPP, the TRUSTEE with whom I
am personally accountable and who acknowledges that they
executed this deed for the purposes therein explained.
WITNESS my hand at office of the Franklin County Court this
3rd day of October A/D. 1836.

signed by/Wm. W. Brozethon Clerk

Duly registered in my office the 4th day of October A.D. 1836

signed by/ Jesse ? Wallace
who's middle inital not legible

My Comments. In this deed, Perry Hill sells to Colqwill P.
Shipp for one dollar the following items: TWENTY TWO HEAD OF
HOGS, THREE HEAD OF CATTLE, ABOUT ONE HUNDRED BARRELS OF
CORN, TWO THOUSAND POUNDS OF SEED COTTON, ONE RONE MARE &
CALF AND ONE BLACK HORSE. It appears to me that Perry Hill
was borrowing money from Colwell P. Shipp, who then paid off
the \$ 73.25 notes Hill owed. Colwell accepted the above
items in lieu of the money. Only one dollar exchanged hands,
but that made it a legal contract.

Notice that Perry Hill had four different notes that were due
in a little over 2 months, on the 25th December 1836. John
Oliver is mentioned as "Trustee" for Hill, indicating he was
guaranteeing Hill's debts, but with security from Hill.

By these notes being paid, I think John Oliver was released
from his Trustee and security for Hill. (not proved).

Since no money (other than the one dollar) exchanged hands in
this transaction, I think Shipp was paying off the notes
below for Hill, and in exchange, accepted the above hogs,
cotton seed, corn, cattle, horses. which was certainly more
valuable than the notes, which totaled \$ 73.25, due in just
over 2 months from date of this deed.

Notes Mentioned Perry Hill owes:

Robert C. Oliver \$ 34.00, due 25th December 1836

J.W. & A. L. Campbell & Co. \$ 34.00 due 25th Dec. 1836.

Daniel Champion \$ 5.25 due 25th December 1836.

Total amount to pay off notes: \$ 73.25

END OF DOCUMENT.