

debt listed:
 due
 8 1800 16 Oct 1840
 1800 Nov "
 1215- ?
 1530 5 Oct "
 650 Sept "
 454 Oct "
 600 Jan 1841
 210 Oct 1840
 2000 Dec "
 430 25 Oct "
 530 30 " "
 390 4-7 Dec "

2, 6 13
 Real Estate:
 5 Town Lots
 442 ³/₄ A Ches place
 80 A Josh Rogers
 100 A
 50 A
 67 A
 000 A ¹/₂ lot
 75 A ³/₈
 500 A
 192 A
 25 B
 31 A

State of Tennessee)
 Sevier County) This Indenture of three parts, made and entered into this 12th day of August, one thousand eight hundred and forty, by and amongst, Micajah C. Rogers, the debtor, John Mullendore the Trustee, and Elijah Rogers, John Cannon, Champion Cowan, and various other persons, the beneficiaries, Witnesseth that the said Elijah Rogers, John Cannon, and Champion Cowan and said Rogers endorsers, with others, who are also endorsers, and to be equal and full in the benefits of this Trust, in proportion to their present liabilities, which are to remain as at present, in the Branch of the Union Bank of the state of Tennessee at Knoxville, in the following notes and sums herein named, one note due 16th October 1840 for Eighteen hundred Dollars, & one for Eighteen hundred Dollars, due in November and in the Branch of the Bank of Tennessee at Athens, one note for Twelve hundred and fifteen Dollars, and in the Branch of the South Western Rail Road Bank at Knoxville, for three notes, one due 5th October, from Rogers & Henderson for Fifteen hundred and thirty Dollars, and the other two, one for Six hundred and fifty Dollars due in September next, and one for fourteen hundred and fifty eight Dollars due in October, and at the Branch of the Bank of Tennessee at Rogersville Two notes for three hundred Dollars each, due in January next, one for Two hundred and ten Dollars due in October next, and one for Two Thousand Dollars due in December next. Also four notes in the Branch Union Bank, Knoxville of M.C. & S.C. Rogers, one for Four hundred and thirty Dollars due 25 October next, one for Five hundred and thirty Dollars due October 30, 2 Nov. next, one for three hundred and ninety Dollars, due from 4-7 December next. And what I may owe to any person, where I have given Security or where any person is bound for me, in any way, and finally whatever I may owe to any person, if I shall be so fortunate, as to have the means to pay all. This being the order, in which said debts are to be paid. First, all Judgments, that are now rendered against said Rogers, and for which his property or any person as Security stands bound. Second, all debts due and owing to Banks, to the end that all his endorsers be relieved. Third, whatever may be due from him to the Estates of Spencer Clack and Ignatius Riggia Dec'd., or to any other Estate. Fourth, where he has given Security for any debt whatever, and finally cash debts for cash loaned him and for all other just and honest debts whatever. And to the end that so desirable an object may be attained, the said Rogers hereby transfers, bargains and Sells, all his property, personal, real and mixed unto John Mullendore, the Trustee for and in consideration of the Sum of one dollar, to him in hand paid, the receipt whereof is hereby acknowledged, he heirs and assigns forever, but more particularly defined as follows, To wit, Five Town Lots, in the Town of Sevierville, known in the plan of Said Town as Lots numbers Nine, Ten, Eleven, Twelve and Thirteen, North of Main, and East of Cross Streets and bounded as follows, To wit, Lot No. 9 begins at the South East corner of Lot No. 8, then with Main Street South seventy nine Degrees East, three poles and half a link to a Stone, then North thirteen East, Twenty Six poles to a Stone, then North Seventy nine Degrees West, three poles and half a link to a Stone, then North thirteen East, Twenty Six poles to a Stone, then North Seventy nine Degrees West, three poles and half a link to a Stone, then South thirteen Degrees West, twenty Six poles to the Beginning, containing half an acre more or less. Lot NO.

10 begins at the South East corner of Lot No. 9 above named, and has the same quantity, courses and distances, Lot No. 11 East of Cross and North of Main Street, begins at the South East corner of Lot No. 10, then South Seventy nine Degrees East, Two poles and twenty links to a Stone then North thirteen Degrees East, twenty eight poles to a Stone, then North seventy nine Degrees West, two poles and twenty links to a Stone, then South thirteen degrees West twenty eight poles to the Beginning, containing half an acre more or less. Lot No. 12 East of Cross and North of Main Street has the same courses and distances, and quantity as Lot No. 11. Lot No. 13 East of Cross and North of Main Street, has the same courses and distances, and quantity of Lot No. 12, being the Lots where the said Rogers now lives. Also the two thirds of a Lot No. 1 North of Main and West of Cross Streets has the same courses and distances, and same quantity of Lot number nine above named. Also Lot number Two West of Cross, and North of Main Street has the same courses and distances and same quantity of Lot No one, above named, being the Lots where the store of M.C. Rogers and Sons now stands. Also one Lot of Land East of Sevierville, on the North side of Main Street, Beginning at a Rock on the Ditch, then North thirteen Degrees & three fourths East, twenty poles and Seven links to a Stone on Main Street, then North Seventy eight degrees West, Seven poles to a rock, then South thirteen and three fourths degrees West, twenty poles and Seven links to a rock, then South Seventy eight and one fourth, East Seven poles to the Beginning, containing one hundred and forty one Square poles. Also the tract of land Surveyed in the name of Spencer Clack, being Grant No. 79 from the State, Beginning on a cedar and Elm, on the Bank of the East fork of Little Pigeon river oposite the head of an Island, then South forty three West, forty poles to a Stake, then South eighty seven and one half west, ninety four poles to a rock in the river, then North Sixty eight West, twenty four poles to a Hackberry on the Bank of Said river below the Fork, then North fifty West, with the meanders of said river one hundred and ninety five poles to a Stake and Ironwood, corner to Josiah Rogers, then North Seventy one and one half East, with the land Surveyed for Josiah Rogers one hundred and forty four poles to two Pines, then North forty nine and one half East, with the land Surveyed for said Rogers, two hundred poles to a white oak, then East one hundred and thirty seven poles to a Stake, then South nineteen and a half West, with vacant land and the land of James P.H. Porter, two hundred and forty poles to a Stake and red oak, then South forty six West Sixty seven poles to the Beginning, containing Four hundred and forty two and three fourth acres of Land. Also the undivided Interest of George Rogers in His Fathers, Josiah Rogers land, lying adjoining the above named tract of land, and the undivided interest of John G. Smith who intermarried with Manerva Rogers, who was Daughter and heir to Josiah Rogers, and the undivided interest of Eliza V. Clendennen, who was daughter and heir of Josiah Rogers, and also the following being a portion of the original tract of land Surveyed for Josiah Rogers, and conveyed by George Rogers to the said M.C. Rogers, to wit, Beginning upon a Stake, on the line of the said Spencer Clack tract, North Seventeen and one half West, eighty poles to a Black oak, in the Andes Lane, then Sixty five East fifty nine poles to a Stake, then South Sixty five East twenty Six poles to a Stake, then North Sixty East nineteen poles to a Stake, then South forty East, Sixteen poles to a Stake, then North Seventy one East, twenty three poles to a White oak, then North fifty six East, Sixty eight poles to a

stake, then North forty Six East fifty four poles to a White oak, then South twenty eight East thirty four poles to two White oaks with the land Surveyed for Spencer Clack, then South forty nine and one half West, Two hundred poles to a Pine with the land Surveyed for said Clack, then South seventy one and one half West, Seventy poles to the Beginning containing Eighty Acres. Also one hundred acres of Land Granted to George Rogers by the State, of No. 1458, dated 6th day of August, 1827; To wit, Beginning at a Post oak corner to Josiah Rogers Entry, thence North forty five East eighty six poles to a White oak and Black oak, East one hundred and two poles to a Black oak and Hickory on Brãans line, then with said line, South twenty three East nineteen poles to a Maple, South five West, one hundred and five poles to two Post oaks then East twenty Seven to a pine South Sixty poles to a Stake West one hundred poles to a Sweet Gum with Josiah Rogers, north Sixty poles to a Pine, East fifty two poles, to two Post oaks, North Sixty four poles to a Black oak, West one hundred and forty nine poles to the Beginning. Also one tract of Land containing Fifty Acres, Granted to Charles Smith No. 10,360 on the Dry fork of Gist Creek, Beginning at a Stake and Hickory then West thirty seven poles crossing said Creek to a pine, then South thirty one West, one hundred and thirty five poles to a Stake and Black Walnut, on said Creek, then down the Creek South fifty nine East fourteen poles to a Stake on said Creek, thence North fifty nine East twenty poles to a Stake, North eighty Six and one half East eighty one poles to a Stake, and North one hundred and five poles to the Beginning- Also one other tract of Land, containing Sixty seven acres, being part of a Grant from the State of No. 10,346 for one hundred and eighty eight acres, to wit, Beginning at a stake and Pine on James P.H. Porter and John Jenkins then with said Porter North Sixty eight West, one hundred poles to a pine North thirteen East eighty three poles to two Post oaks, North sixty seven East ninety one poles to a Hickory and Black oak then with dividing line south five West one hundred and forty eight poles to the Beginning. Also one other undivided tract of parcel of land, Granted by the State of Tennessee to William Henderson, A.B. Lee, and M.C. Rogers of No. 21,064 for two thousand acres, To wit, Beginning at a White oak on the Short fork of Willican, near land surveyed for S. Romines, thence North fifty East one hundred and fifty two poles to a White oak on said Creek, North forty five West four poles to a Stake and Ironwood on the line of said Romines North twenty nine East, Two hundred and Sixty three poles to two Post Oaks, and a Black oak, South eighty two East, thirty two poles to a White oak North eighty one East, fifty five poles to a White oak, South fifty eight East, thirty and a half poles to a Cucumber, East thirty Six poles to a Hickory, in Sivleys Branch near s Spruce Pine lick(?) South forty eight East, Four hundred and Sixty Six poles to a Post oak, South Sixty six West, Two hundred and fifty one poles to a Black Gum, on or near the line of Thurman North Seventy eight West forty five poles to a White oak, on or near Thurmans line, South twenty West, ninety eight poles to a Post oak, South eighty two West, forty three poles to a Stake and Buckeye on Mannings Branch, North Sixty two West, ninety five poles to a Stake and Pine, South eighty three West, Two hundred and eighty seven poles to a Black oak on the line of S. West, South thirty one West, one hundred and twenty poles to a Stake, on, or near Hendersons line, with the same seventy eight West, forty poles to a Stake in a Branch, North thirty five West, Sixty poles to a Stake then a direct line

to the Beginning- Also one other tract of Land containing Seventy five acres, on Gist Creek, Beginning at a Hickory, corner to a Survey made in the name of Charles Smith, then with said line West, thirty seven poles crossing said Creek to a Pine, then North one hundred and eight poles to a Sour wood, on the Creek Bank, then down the Creek, North six West fifty eight poles to a Stake, then North thirty one East, twenty Six poles to a Black oak and Hickory, thence with Comptons line, South thirty three East, twenty eight poles to a White oak, thence up the Creek, South seven West fifty seven poles to a Stake, thence South thirteen East, one hundred and twelve poles to the Beginning. And also one Entry adjoining the same made in the name of M.C. Rogers for five hundred acres. Also one tract of Land on Middle Creek, known by the name of the Mathes tract containing one hundred and ninety two acres, more or less, which said Rogers purchased at Sheriffs Sale and has never obtained Deed from the Sheriff, and which said Trustee has hereby free power to demand, and make a part of this Trust. Also one Plat and certificate for Twenty five acres of Land Surveyed in the name of John Andes of Entry No. 718, and by him assigned to James Ponder by him to John H. Davenport by him to James Cannon, and by him to M.C. Rogers. Also all my Interest in Sweden Furnace as a partner of Shield, Smyth & Co. being interested in said Firm one third, including the lands, (sic) profits and (sic), in any way, as will be seen by the articles of copartnership, dated the day of November 1836. Said Furnace being in Sevier County. Also all my Interest in Brighthope Furnace in Green County, as a partner of Shields Smyth & Co. being intersted in Said Firm one third, including the lands, premises, profits, and issues, in every way, as will be seen by the articles of Copartnership, dated the day of November 1836. To have and to hold the same unto the said John Mullendore his heirs and assigns forever, including all the appurtanaces tenements, hereditaments, rents, profits and issues, of all the above delineated lands and tenements, with the present growing crops to the full extent of the said Rogers. Interest, and all Entries made in Sevier County, in which said Rogers is interested. Also the following personal property, To Wit, Eleven head of Horse beasts, Thirty two head of Cattle, three of which are Durham, the one third part of a Durham Bull, one hundred head of Hogs, more or less, one Jennett, Four Jacks, the one half of the interest in a Jack called Don Quixott, one yoke of oxen, one Waggon, Six pair Polow Geers, Four Blind Bridles, one Gig and Harness, one man Saddle, Five riding Bridles, Four Saddle Blankets, two large Barshear Pldws, Four small Barshear Plows, three Shovel Plows, one pair Streachers, one pair Double-trees, Seven single trees, Four open rings, Four Clevises, one large Harrow, Six Hoes, Five axes, two Iron Wedges, two Syches and cradles, Four mowing Scythes, Five Hay forks, Two Spades, three Shovels, one Mattock, one Wheat Fan, one hand saw, one Canoe, one Settee, Sixteen Spolit bottomed chairs, Twenty three Winsor Chairs, Ten Trunks, two chests, three Small cherry Tables, Two Bureaus, one Cupboard, one Book case and Bureau, one Press, Ten feather Beds, Two half round fall leaf Tables, Two Kitchen Tables, One Clock, one Candle Stand, one fine Bee stand, Four looking Glasses, Two Toilette Glasses, Threemaps, one Sett Scotss Family Bible, 6 Vols., one Websters large Dictionary, Four Small Dictionarys, Two Bibles, one Sett Locks Essays 3 Vols., one Olive Branch, Four Grammars, Two Historys of the United States, Four Latin Books, one Military Biography, one Bollas History 2 Vols., one Revolutions in Europe, one Buras Works, one Scotts Napoleon, one History of England, one History of Rome, Five Portraits of Presidents framed, Two Rifle Guns, Thre Shot Guns, one Musket, three fire Fenars, three Wheels

one Reel, one pair Swifts, all the cupboard Ware, and Kitchen Utentials, one Store in Sevierville, consisting in part of Hardware, Queensware and Glass ware, Callicos, Domestics, Merinos, Vestings, Bonnets, Hats, Ribbons, Laces, Jewelry, Combs, Spice, Pepper powder, Coffee, Sugar, Indigo, Leather, Iron Castings, Spun Cotton, Feathers, Ribbon Cases, Silks, Cambricks, Broad Cloth, Silk thread, Boss Beeds, Buttons, Gāves, Socks, Stockings, Shoes, Boots, Looking Glasses, Flax Seed, Home Spun Cloth, Chairs &c &c., being the Store of M.C. Rogers and Sons, in which said Rogers is interested to the one half, and George W. Rogers and William S. Rogers one fourth Each. Also all said Rogers interest in the late Firm of Rogers and Henderson in Sevierville, consisting of debts due and owing to the Said Firm, Two thirds of which are said Rogers by articles of Copartnership, after paying all liabilities. Also all said Rogers interest in the late Firm of M.C. & S.C. Rogers in Sevierville, consisting of Debts due and owing to said Firm, one half of which is said Rogers', after paying all liabilities. Also two Negro men, Joseph and Charles. Also all said Rogers interest in the Firm of Henderson and Rogers in the Town of Madisonville, Monroe County, being the one half the Interest said Firm, agreeable to the articles of Copartnership, but it is hereby expressly understood, that said Henderson is to be made safe, in all his liabilities for me, before paying over any thing. Also all debts and Judgements due and owing to said Rogers, from all and every person whatever. Also all the Interest that said Rogers has in the Firm of Robert H. Rogers & co. of Alabama, including all that M.C. Rogers has individually paid for said Firm. But all in Trust as follows, Now if the said Rogers shall well and truly pay said Judgements and notes in Bank, as they fall due, or renew the same, and keep the said Endorsers harmless and indemnified, from time to time, untill all are paid, then this Deed of Trust, and every clause thereof, to be void, otherwise to remain in full force and virtue, and in such event of failure, it is hereby made the express duty of the said Mullendore, on application of the said John Cannon, Elijah Rogers and Champion Cowan, or either of them, or any other Endorser when a failure to meet said debts shall have ensued, to sell so much of said property, as shall meet said failure giving ten days public notice, of the time and place of said sale, at three public places in the County of Sevier, one of which at all times, shall be at the Court house Door, selling first such property, as the said Rogers the debtor shall point out. And it is further understood and agreed upon by and amongst the parties to this Trust, that the said Trustee from time to time shall have the power to sell any of said property, at private Sale, to meet said dābts justly due and owing as aforesaid, with the consent of M.C. Rogers the debtor, and to Sell on time, if thought most prudent by them, and also to appoint an agent, or agents at reasonable compensation, by and with the consent of M.C. Rogers, the debtor, to help close and wind up said business as Speedily as possible: and is to have two per cent on the amount of sales made by him as a compensation for his services, and to make to the purchaser as full and ample Titles for all property sold, as the said M.C. Rogers might or could have made, at or before the signing and Sealing this Trust, and all claims are to be endorsed by said M.C. Rogers to said Mullendore trustee for the benefit of all the beneficiaries of this Trust. And the parties to this trust further covenant by and amongst themselves, the said Trustee honestly and faithfully, to execute and perform the trust

reposed in him, and the other parties to abide by, and perform whatever the said Trustee may lawfully do, touching the premises, but in the event that all the real, personal and mixed, should fail to meet all the debts, due and owing, by said debtor the execution of this Trust in full, is to be no release of any thing, that may yet remain due and owing by him, and the present crop and grain on hand is to be solely applied to the improvement of the live Stock, with the forage gathered, or to be gathered, until it can be disposed of to the best advantage of all parties concerned. For the faithful performance of all, which we hereunto subscribe our hands and Seals, the day and year above written.

Signed, Sealed, and delivered, in the presence of us, the day it bears date.
James McNelly, Saml. Agnew

M.C. Rogers, John Mullendore, Elijah Rogers By S.C. Rogers, John Cannon,
C. Cowan

In consequence of our both being under age we relinquish all our early hopes, in the Firm of M.C. Rogers and Sons, in favour of M.C. Rogers.
Witness our hands and seals this 12th day of August 1840.

Test:
Saml. Agnew
James M. Nelly

G.W. Rogers (Seal)
Wm. L. Rogers (Seal)

State of Tennessee)
Sevier County) Personally appeared before me O.H.P. Hill Clerk of the
County Court for Sevier County Saml. Agnew and James McNelly, etc.
13th day of August 1840; Registered 14th day of August 1840 Alexr. Preston,
R.S.C., By M.W. McCown Dept. Clerk.

State of Tennessee)
Sevier County) I hereby certify that the foregoing is a true copy
of a Deed of Trust, the relinquishment of G.W. Rogers & Wm. L. Rogers,
with the Clerks certificate, which were duly registered in the Registers
Office of Sevier County, on the 14th day of August 1840, in Book G. commencing
at page 94. Given under my hand at office, in Sevierville this 22nd
day of August 1840. Alexr. Preston, Register of Sevier County.