

ORDINANCE NO. 135

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF WHITWELL, TENNESSEE AMENDING ORDINANCE NO. 122, AND ANNEXING A CERTAIN PIECE OF PROPERTY INSIDE THE CITY LIMITS AND BECOMING A PART OF THE CITY OF WHITWELL, TENNESSEE AND ESTABLISHING THE NEW CITY LIMITS FOR SAID CITY.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF WHITWELL, TENNESSEE AS FOLLOWS:

Section 1. That the boundary lines of the City of Whitwell, Tennessee, South be extended to include the property of the new Whitwell High School; bounded on the North by Tennessee Highway 27; bounded on the East by L & N Property; bounded on the West by Whitwell Memorial Garden, Kilgore and Maxwell property; bounded on the South by Powell Property a map attached hereto; and photostatic copy of said property attached hereto; and becoming a part of this Ordinance as though specifically copied herein.

Section 2. This Ordinance shall take effect from and after the date of its final passage. the public welfare of the citizens of the City of Whitwell, Tennessee requiring it.

August 23, 1977

Passed on First Reading

Max Condra
Mayor Max Condra

September 13, 1977

Passed on Second Reading

Isabelle Condra
(Mrs.) Isabelle Condra, Recorder

November 22, 1977

Passed on Third Reading

SEAL



March 9, 1978

This is a photo copy of the original deed to the new Whitwell High School.

Frank Griffith

Superintendent *by J.M.*

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, we, EDWARD H. MANZ, JR. and wife, MARY KATHERINE MANZ, have this day bargained and sold and by these presents transferred and conveyed unto

* THE MARION COUNTY BOARD OF EDUCATION *

its successors and assigns the following described real estate, situated and being in the Third Civil District of Marion County, Tennessee and more particularly described as follows, to-wit:

THIS INSTRUMENT WAS PREPARED BY W. M. ABLES, JR. ATTORNEY SOUTH PITTSBURG, TENNESSEE 37360

Beginning at the west boundary of the N. C. & St. L. Railroad, this point being in the south boundary line of the Ed Manz Farm and the north line of the Lige Layne Farm; thence with the west boundary line of the N. C. & St. L. Railroad north 17 degrees east 3166 feet to the southeast corner of the Lige Hudson tract; thence with his line and fence north 71 degrees west 374 feet; thence running through a pond north 21 degrees 30 min. west 140 feet to a point in the center of the Whitwell - Jasper Road; thence with the same south 42 degrees west 185 feet; south 32 degrees west 864 feet to the junction of the Dixie Highway; thence with the center of the Dixie Highway south 71 degrees west 355 feet; thence with Gravitt's line and fence south 60 degrees east 215 feet; thence with Gravitt and Caldwell line and fence south 33 degrees 30 minutes west 815 feet; thence with the Caldwell and Powell line and fence south 3 degrees west 1390 feet to a stone in Powell's corner; thence with the Powell and Lige Layne line and fence south 81 degrees 15 minutes east 640 feet to the point of beginning, containing 58 acres, more or less, deducting for roadways.

And being Tract No. 1 of the lands conveyed to Mamie Dykes Manz, by deed of record in Book SSS, page 167, Register's Office of Marion County, Tennessee, and the same real estate in which a 1/3 undivided interest was vested by inheritance in Edward H. Manz Jr. upon the death of his mother, Mamie Dykes Manz, in 1948, and the other two-thirds undivided interest having been conveyed to Edward H. Manz, Jr. and wife, Mary Katherine Manz, by deed of Jack D. Manz, and wife, Hazel P. Manz, and Joe Ann Manz and husband E. Jonah Harris, dated April 1, 1954, and of record in Book 5J, pages 91-2, Register's Office of Marion County, Tennessee.

TO HAVE AND TO HOLD unto The Marion County Board of Education, its successors and assigns forever in fee simple.

WE COVENANT that we are lawfully seized and possessed of said real estate, have a good and lawful right to sell, transfer and convey the same and that title thereto is free, clear and unincumbered and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, we have hereunto set our hands,

this 30th day of April, 1973.
STATE OF TENNESSEE, MARION COUNTY
REGISTRAR'S OFFICE

Edward H. Manz, Jr.
Edward H. Manz, Jr.

I, Johnny Matthews, Registrar of said County, do hereby certify that the foregoing deed and

certificate are registered in said office in Book No. 7-14 pages 198, that they were received July 18 1973 at 1:30 o'clock P. M., and in Book 8 page 135
Johnny Matthews Registrar
Deputy Registrar

Mary Katherine Manz
Mary Katherine Manz

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

On this 30th day of April, 1973 before me personally appeared the within named bargainors, EDWARD H. MANZ, JR. and wife, MARY KATHERINE MANZ, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

Kathleen B. Welch
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 8, 1974

"I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 36,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Betty Kelley

Subscribed and sworn to before me this 17 day of

July 1973.

Johnny Matthews
Notary Public