MARSHALL & BRUCE CO., NASHVILLE

For and in consideration of the sum of THREE HUNDRED AND NO/100 ($300.00) DOLLARS CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE DAVIDON COUNTY BOARD OF EDUCATION HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO THE SOUTH HARPETH CIVIC CLUB, ITS SUCCESSORS AND AS SIGNS CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE,

DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A STAKE IN THE NASHVILLE AND CENTERVILLE ROAD THE SAME BEING A CORNER BETWEEN T. J. ALLISON, SR., AND MARGARET P. ALLISON: THENCE EAST WITH T. J. ALLISON'S LINE 24 POLES TO A STAKE WITH A WILD CHERRY POINTER: THENCE NORTH 13½ POLES TO A STONE: THENCE WEST 24 POLES TO A STAKE IN SAID CENTERVILLE ROAD: THENCE SOUTH 13½ POLES TO THE BEGINNING, CONTAINING 2 ACRES, THE SAME BEING THE PARCEL OF LAND CONVEYED BY T. J. ALLISON, SR., TO THE SCHOOL DIRECTORS OF THE OLD 14th DISTRICT NOW THE 9th DISTRICT AS OF RECORD IN BOOK 182, PAGE 309 R.O.D.C. TENNESSEE.

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME WM. D. DOSON A NPTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, T. J. WILKINSON WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE THE CHAIRMAN OF THE DAVIDSON COUNTY BOARD OF EDUCATION, THE WITHIN NAMED BARGAINOR, A PUBLIC AGENCY: AND THAT HE AS SUCH CHAIR MAN, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PIRPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE DAVIDSON COUNTY BOARD OF EDUCATION BY HIMSELF AS CHAIRMAN.

WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, THIS THE12th DAY OF JANUARY 1939. Com Ex Nov-10th 1940 (SEAL) WM. D. DOSON, NOTARY PUBLIC

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To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said SOUTH HARPETH CIVIC CLUB, ITS SUCCESSORS AND ....., ~~XXX~~ and assigns, forever, and IT DOES ~~XX~~ covenant with the said SOUTH HARPETH CIVIC CLUB that IT IS ~~XXX~~ HAS lawfully seized and possessed of said land in fee simple, ~~have~~ a good right to convey it, and the same is unincumbered,

And THE DAVIDSON COUNTY BOard OF EDUCATION DOES ~~XX~~ further covenant and bind ITSELF, ITS SUCCESSORS AND ASSIGNS ~~heirs and XXXXXXXXXXX~~ to warrant and forever defend the title to said land to the said SOUTH HARPETH CIVIC CLUB, ITS SUCCESSORS AND ASSIGNS ~~heirs and assigns~~ ~~XXXXX~~ against the lawful claims of all persons whomsoever

Witness ITS hand, this 12th day of JANUARY 1939.

Witness:

DAVIDSON COUNTY BOARD OF EDUCATION
BY: T. J. WILKINSON, CHAIRMAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ..... a Notary Public in and for said County and State, the within-named ..... the bargainor....., with whom I am personally acquainted, and who acknowledged that ..... executed the within instrument for the purposes therein contained.

And ..... wife of the said ....., having appeared before me privately and apart from ..... husband the said ..... acknowledged the execution of the said instrument to have been done by ..... freely, voluntarily, and understandingly, without compulsion or constraint from ..... said husband and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this ..... day of ....., 19.....

Commission Expires ..... day of ....., 19..... (Seal.) .....

Notary Public.

REC'D FEB 3, 1939 at 11;24 A.M.

( SEE X ABOVE)



MARSHALL & BRUCE CO., NASHVILLE

For and in consideration of the sum of FIVE AND NO/100 CASH IN HAND PAID BY J. S. MCCLEN DON TO ALEX MCCLENDON, THE RECEIPT OF WHICH IS HERBY ACKNOWLEDGED, AND THE FURTHER CONSIDERATION OF THE SAID J. S. MCCLENDON AND WIFE, EVIE MCCLENDON ASSUMING AND AGREEING TO PAY AN ENCUMBRANCE OF TWO HUNDRED FIFTY ($250.00) DOLLARS DUE MARCH 12, 1939 ON THE FIRST TRACT OF LAND HEREINAFTER DESCRIBED: AND THE FURTHER CONSIDERATION OF THE VENDER: HEREIN CANCELLING AND ACKNOWLEDGING PAYMENT OF AN ENCUMBRANce WHICH THEY OWN ON THE SECOND TRACT HEREINAFTER, DESCRIBED EVIDENCED BY PROMISSORY NOTE IN THE SUM OF THIRTEEN HUNDRED ($1300.00) DOLLARS, SECURED BY DEED OF TRUST AS OF RECORD IN BOOK 618, PAGE 82 R.O.D.C. TENNESSEE TO WHICH REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION: I ALEX MCCLENDON HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID J. S. MCCLENDON AND WIFE, EVIE MCCLENDON THEIR HEIRS AND ASSIGNS THE HEREINAFTER DESCRINED PROPERTY, SUBJECT TO A LIFE ESTATE IN THE VENDOR, ALEX MCCLENDON WHICH LIFE TIME INTEREST AND ESTATE HEREINAFTER DESCRIBED PROPERTY IS HEREBY EXPRESSLY RESERVED TO THE SAID ALEX MCCLENDON SAID PROPERTY BEING LOCATED IN THE SECOND, FORMERLY THE THIRD, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE AND PARTICULARLY DESCRIBED AS FOLLOWS:

FIRST TRACT; LYING ON THE SMITH SPRINGS ROAD ON THE NORTH SIDE OF SMITH SPRINGS ROAD, BOUNDED ON THE NORTH BY MCCLENDON LANDS, ON THE EAST BY THE LANDS OF ROBERT SWEENEY, FORMERLY CASTLEMAN, AND ON THE WEST BY MCCLENDON AND ON THE SOUTH BY MCCLENDON LAND, CONTAINING 17 ACRES MORE OR LESS AND BEING THE SAME PROPERTY CONVEYED BY T. A. MCCLENDON AND WIFE TO JOAB MCCLENDON BY DEED DATED MAY 9, 1901, AND RECORDED IN BOOK 347, PAGE 352, R.O.D.C. TENNESSEE, AND THE SAME PROPERTY CONVEYED BY JOAB MCCLENDON TO ALEXANDER MCCLENDON DESCRIBED IN DEED BOOK - - PAGE - - R.O. D. C. TENNESSEE. TO WHICH REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION.

SECOND TRACT: SITUATE, LYING AND BEING IN SAID DISTRICT, COUNTY AND STATE ONTHE WATERS OF RIDDLE'S CREEK, AND BOUNDED AT PRESENT ON THE NORTH BY THE LANDS OF S. B. MCCLENDON AND WINNIEFRIED BEARD: ON THE EAST BY THE LANDS OF SAID WINNIFRIED BEARD, S. B. MCCLENDON, H. L. CASTLEMAN, ARRILDA WAGGONER AND THE TRACT OF LAND OF 17 ACRES MORE OR LESS FORMERLY OWNED BY THE HEIRS OF JOAB MCCLENDON DEC'D ON THE SOUTH BY LANDS FORMERLY OWNED BY JOHN THOMPSON, DECEASED NOW OWNED BY - - - AND S. B. SEAT DECEASED, NOW OWNED BY MRS. M. SEAT AND ON THE WEST BY THE LANDS OF BEN ELLIS AND S. B. MCCLENDON, CONTAINING ABOUT 70 ACRES AND BEING THE SAME TRACT OF LAND OWNED BY P. F. MCCLENDON AT HIS DEATH, AND INHERITED BY F. E. MCCLENDON, E. R. MCCLENDON W. A. J. MCCLENDON ALEX MCCLENDON AND JOAB MCCLENDON, DECEASED, AND THE SAME PROPERTY CONVEYED BY F. E. MCCLENDON ET ALS TO ALEX MCCLENDON AS OF RECORD IN BOOK 342, PAGE 428 R.O.D.C. TENNESSEE, TO WHICH REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said J. S. MCCLENDON AND WIFE, EVIE MCCLENDON, THEIR I ....., heirs and assigns, forever, and do covenant with the said J. S. MCLCLENDON AND WIFE EVIE MCMCLENDON that I AM ..... lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered, EXCEPT AS AFORESAID AND TAXES FOR THE YEAR 1938 ON BOTH TRACTS AS WELL AS ALL TAXES ACCRUING HEREAFTER DURING THE LIFETIME OF THE VENDOR, ARE TO BE PAID BY SAID VENDOR, ALEX MCCLENDON

And I, ALEX MCCLENDON ..... do further covenant and bind MYSELF, MY ..... heirs and representatives, to warrant and forever defend the title to said land to the said J. S. MCCLENDON AND WIFE, EVIE MCCLENDON, THEIR ..... heirs and assigns, against the lawful claims of all persons whomsoever

Witness MY hand, this 3rd day of FEBRUARY 1939

Witness:

ALEX MCCLENDON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. ROSS CHESIRE, JR ..... a Notary Public in and for said County and State, the within-named ALEX MCCLENDON A WIDOWER ..... the bargainor....., with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And X ..... wife of the said ....., having appeared before me privately and apart from X husband....., the said ..... acknowledged the execution of the said instrument to have been done by ..... freely, voluntarily, and understandingly, without compulsion or constraint from ..... said husband and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of FEB, 19 39

Commission Expires 7 day of JAN, 19 42 (Seal.) J. ROSS CHESIRE, JR

Notary Public.

U.S.R.S.$ 2.00

REC'D FEB 3, 1939 at 2;15 P.M.