DAVIDSON COUNTY WARRANTY DEED

Book No. 1260

NUMBER 91803 RECORDED FEBRUARY 17TH, 1943.

B.A HENDRICKSON ET UX.

TO

HENRY L. POWELL, ET UX.

THIS CONTRACT ENTERED INTO BY AND BETWEEN J.G. HENDRICKSON AND WIFE, FRANCES MARION HENDRICKSON, PARTIES OF THE FIRST PART, AND FRANCES HENDRICKSON POWELL AND HUSBAND, HENRY L. POWELL, PARTIES OF THE SECOND PART, ON THE DATE HEREINAFTER WRITTEN,

WITNESSETH:

WHEREAS, PARTIES OF THE FIRST PART ARE THE OWNERS OF CERTAIN PROPERTY IN THE EIGHTH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, HEREINAFTER DESCRIBED BY METES AND BOUNDS; AND,

WHEREAS, PARTIES OF THE FIRST PART HAVE REACHED ADVANCED AGES IN THIS LIFE AND THEIR PHYSICAL CONDITION DOES NOT PERMIT THEM TO WORK AS HAS BEEN THEIR CUSTOM IN THE PAST, AND ARE DESIROUS OF SECURING TO THEMSELVES A COMFORTABLE AND SUFFICIENT LIVING FOR THE BALANCE OF THEIR LIVES; AND,

WHEREAS, PARTIES OF THE SECOND PART ARE THE DAUGHTER AND SON-IN - LAW, RESPECTIVELY, OF PARTIES OF THE FIRST PART, AND REPRESENT THEMSELVES TO BE CAPABLE OF OPERATING SAID FARM AND PROVIDING FOR THE REASONABLE WANTS OF PARTIES OF THE FIRST PART; AND,

WHEREAS, PARTIES OF THE FIRST PART ARE INDEBTED TO FEDERAL LAND BANK OF LOUISVILLE AND FARM CREDIT ADMINISTRATION OF LOUISVILLE IN THE AGGREGATE SUM OF $3641.16, WHICH SUM IS SECURED BY DEEDS OF TRUST OF RECORD IN BOOK 593, PAGES 388, AND BOOK 941, PAGE 189, R.O.D.C. TENNESSEE TO WHICH REFERENCE IS MADE; AND PARTIES OF THE FIRST PART ARE DESIROUS OF BEING RELIEVED OF THE BURDEN OF THIS DEBT;

NOW, THEREFORE IN CONSIDERATION OF THE SUM OF FIVE DOLLARS, CASH IN HAND PAID TO PARTIES OF THE FIRST PARTY BY PARTIES OF THE SECOND PART, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND IN FURTHER CONSIDERATION OF THE COVENANTS AND AGREEMENTS AS HEREINAFTER SET OUT, WE J.G. HENDRICKSON AND WIFE FRANCES MARION HENDRICKSON, PARTIES OF THE FIRST PART, HAVE THIS DAY BARGAINED AND SOLD AND BY THESE PRESENTS DO HEREBY TRANSFER AND CONVEY , UNTO FRANCES HENDRICKSON POWELL AND HUSBAND, HENRY L. POWELL, AS TENANTS BY THE ENTIRETY, THEIR HEIRS AND ASSIGNS, FOREVER, SUBJECT TO THE TERMS AND CONDITIONS AS HEREINAFTER SET OUT, A CERTAIN TRACT OF LAND IN THE STATE OF TENNESSEE, DAVIDSON COUNTY, DESCRIBED AS FOLLOWS;

LOCATED ON RIVER ROAD IN THE 8TH CIVIL DISTRICT OF SAID COUNTY.

BEGINNING AT THE TYLER GATE BEECH, ADKISSON'S CORNER; THENCE WITH ADKISSON'S LINE NORTH 10¼ DEG. EAST 260 POLES TO A STAKE ON THE SOUTH BANK OF CUMBERLAND RIVER AT LOW WATER MARK, WITH BEECH POINTERS, THENCE DOWN SAID RIVER AT LOW WATER MARK, PASSING THE NORTHWEST CORNER OF A 65 ACRE TRACT AND THE NORTHEAST CORNER OF A 47½ ACRE TRACT, AT 39½ POLES IN ALL 65-2/10 POLES TO A STAKE AT WHAT WAS FORMERLY ERLE DRAKE'S NORTHEAST

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CORNER; THENCE WITH SAID DRAKE'S EAST LINE SOUTH 11½ DEG. WEST 257 POLES TO A STAKE IN THE RIVER ROAD; THENCE EAST WITH THE MARGIN OF THE NEW RIVER ROAD ABOUT 536 FEET TO THE POINT WHERE THE FARM ROAD FROM THE 112 ACRE TRACT HEREIN DESCRIBED INTERSECTS WITH SAID ROAD; THENCE NORTH WITH THE MARGIN OF SAID FARM ROAD 172 FEET TO A STAKE, ADKISSON'S LINE; THENCE NORTH 86 DEG. EAST TO TYLER'S GATE BEECH, THE BEGINNING POINT, CONTAINING 112⅛ ACRES. BEING THE SAME PROPERTY CONVEYED TO J.G. HENDRICKSON BY DEED OF RECORD IN BOOK 731, PAGE 365, R.O.D.C. TENNESSEE.

TO HAVE AND TO HOLD SAID PROPERTY TO THE SAID FRANCES HENDRICKSON POWELL AND HUSBAND, HENRY L. POWELL , TOGETHER WITH ALL ESTATE, TITLE AND APPURTENANCES THERETO BELONGING ; AND WE COVENANT THAT WE ARE LAWFULLY SEIZED AND POSSESSED OF SAID PROPERTY, HAVE A GOOD RIGHT TO CONVEY IT, AND THAT THE SAME IS UNINCUMBERED EXCEPT BY THE DEED OR DEEDS OF TRUST AS HERETOFORE SET OUT AND TAXES FOR THE YEAR 1936. WE FURTHER COVENANT AND BIND OURSELVES, OUR HEIRS AND REPRESENTATIVES, TO WARRANT AND DEFEND TITLE TO SAID PROPERTY TO SAID FRANCES HENDRICKSON POWELL AND HUSBAND , HENRY L. POWELL THEIR HEIRS AND ASSIGNS, FOREVER, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS.

IN CONSIDERATION OF THIS CONVEYANCE, THE SAID FRANCES HENDRICKSON POWELL AND HUSBAND, HENRY L. POWELL, PARTIES OF THE SECOND PART, COVENANT AND BIND THEMSELVES TO MAINTAIN AND SUPPORT PARTIES OF THE FIRST PART IN REASONABLE COMFORT FOR THE BALANCE OF THEIR JOINT AND SEPARATE LIVES; TO FURNISH THEM COMFORTABLE AND SUITABLE LODGING ON THE ABOVE DESCRIBED LAND, FOOD, HEAT, LIGHT, CLOTHING , LAUNDRY MEDICAL AND NURSING SERVICES, AS MAY BE REASONABLE AND SUITABLE AND ALL OTHER PERSONAL LIVING EXPENSES OF EVERY KIND AND DESCRIPTION WHATSOEVER, FOR THE JOINT LIVES OF PARTIES OF THE FIRST PART AND FOR THE LIFE OF THE SURVIVOR OF THE TWO; PARTIES OF THE SECOND PART FURTHER AGREE TO BEAR ALL FUNERAL EXPENSES UPON THE DEATHS OF PARTIES OF THE FIRST PART, AND TO GIVE THEM DECENT AND SUITABLE BURIAL; AND IN ADDITION THERETO, OVER AND ABOVE THE ENTIRE LIVING EXPENSES OF PARTIES OF THE FIRST PART, PARTIES OF THE SECOND PART AGREE TO PAY TO PARTIES OF THE FIRST PART, FOR AND DURING THE REMAINDER OF THEIR JOINT AND SEPARATE LIVES, MONTHLY, THE SUM OF $2.00 EACH, AS PERSONAL SPENDING MONEY FOR PARTIES OF THE FIRST PART , TO BE EXPENDED BY PARTIES OF THE FIRST PART WITHOUT LET OR HINDRANCE BY PARTIES OF THE SECOND PART.

PARTIES OF THE SECOND PART, HEREBY AGREES AND BIND THEMSELVES, THEIR ADMINISTRATORS, EXECUTORS, HEIRS AND ASSIGNS, TO PAY THE LOANS OR DEBTS NOW OUTSTANDING AGAINST SAID PROPERTY ACCORDING TO THE TERMS THEREOF, AND TO PAY ALL TAXES AND ASSESSMENTS NOW DUE OR WHICH MAY HEREAFTER BE LEVIED AGAINST SAID PROPERTY; AND FURTHER, TO KEEP ALL BUILDINGS INSURED AGAINST LOSS BY FIRE AND WINDSTORM, IN REASONABLE SUMS, AND PAY THE PREMIUMS ON SAID INSURANCE; AND FURTHER, TO COMMIT NO ACTS OF WASTE ON SAID PROPERTY.