WARRANTY DEED Form 1002 Published by Tennessee Title Company

For and in consideration of the sum of $ 9500.00 -

- - - - - - - - - NINE THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - DOLLARS

of which the sum of ONE THOUSAND SEVEN HUNDRED AND NO/100 ($1700.00) DOLLARS, has been paid in cash by J. M. McDaniel and wife, Lois Byrd McDaniel, the receipt of which is hereby acknowledged, and for the remainder of said consideration amounting to SEVEN THOUSAND EIGHT HUNDRED AND NO/100 ($7800.00) DOLLARS, the said J. M. McDaniel and wife, Lois Byrd McDaniel, have expressly assumed and agreed to pay a first mortgage loan which is on the FHA plan, being in the amount of SEVEN THOUSAND EIGHT HUNDRED AND NO/100 ($7800.00) DOLLARS, and said grantees agree to pay the installment due June 1, 1948, and all subsequent installments, said debt being more fully described in and secured by Deed of Trust executed by Capitol Homes, Inc., to Marvin K. Barry, Trustee, dated May 1, 1948, of record in Book , page , Register's Office for Davidson County, Tennessee;

Capitol Homes, Inc., a Tennessee corporation, has bargained and sold, and by these presents does transfer and convey unto the said J. M. McDaniel and wife, Lois Byrd McDaniel, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

Being Lot No. 6 on the Map of Highland View Subdivision, as of record in Book 1424, page 39, Register's Office for said County.

Said Lot No. 6 fronts 75 feet on the north side of Fremont Avenue and runs back between parallel lines 175 feet to a dead line in the rear.

Being part of the property conveyed to Capitol Homes, Inc., by deed from Central Realty Company, of record in Book 1538, page 409, said Register's Office.

This conveyance is made subject to restrictions in Book 1558, page 354, Register's Office for Davidson County, Tennessee.

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. M. McDaniel and wife, Lois Byrd McDaniel, their heirs and assigns, forever.

And Capitol Homes, Inc., does covenant with the said J. M. McDaniel and wife, Lois Byrd McDaniel, that it is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered, except as hereinabove set out and taxes for the year 1948 which have been assumed by the Grantees herein.

And Capitol Homes, Inc., does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said J. M. McDaniel and wife, Lois Byrd McDaniel, their heirs and assigns against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, Capitol Homes, Inc., has caused this instrument to be executed by its duly authorized officers on this the first day of May, 1948.

CAPITOL HOMES, INC.

ATTEST:

By: J. T. Dugger, Secretary

By: John T. Dugger Jr., President

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 acquai[nted] ... executed the within instrument for the purposes ther[ein] ...

________________, Tennessee, this ...

Commission expires________________ ... [Not]ary Public