WARRANTY DEED Form 1002 Published by Tennessee Title Company

For and in consideration of the sum of $9750.00 -

- - - - - - - NINE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 - - - - - - - - - - DOLLARS of which the sum of TWO THOUSAND FIFTY AND NO/100 ($2050.00) DOLLARS, has been paid in cash by Leonard C. Smith and wife, Mula Y. Smith, the receipt of which is hereby acknowledged, and for the remainder of said consideration amounting to SEVEN THOUSAND SEVEN HUNDRED AND NO/100 ($7700.00) DOLLARS, the said Leonard C. Smith and wife, Mula Y. Smith, have expressly assumed and agreed to pay a first mortgage loan which is on the FHA plan, being in the amount of SEVEN THOUSAND SEVEN HUNDRED AND NO/100 ($7700.00) DOLLARS, and said grantees agree to pay the installment due July 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 June 1, 1948, of record in Book , page , Register's Office for Davidson County, Tennessee;

Capitol Homes, Inc., a Tennessee corporation, has

~~have~~ bargained and sold, and by these presents do*es* transfer and convey unto the said Leonard C. Smith and wife, Mula Y. Smith,

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. 26 on the Map of Highland View Subdivision as of record in Book 1484, page 39, Register's Office for said County.

Said Lot No. 26 fronts 60 feet on the north side of Avalon Drive and runs back between lines, 171 feet on the west line, 215.7 feet on the southeasterly line to a dead line in the rear on which it measures 148.4 feet.

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 of record 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 Leonard C. Smith and wife, Mula Y. Smith, their heirs and assigns, forever.

And Capitol Homes, Inc., does ~~we~~ covenant with the said Leonard C. Smith and wife, Mula Y. Smith, 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 1948 which have been prorated and assumed by the Grantees herein.

And Capitol Homes, Inc., does ~~we~~ further covenant and bind itself, its successors ~~heirs~~ and representatives, to warrant and forever defend the title to the said land to the said Leonard C. Smith and wife, Mula Y. Smith, 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 June, 1948.

Attest: Capitol Homes, Inc.,

By: J. T. Dugger, Secretary By: John T. Dugger Jr., President

STATE OF TENNESSEE }
Davidson County }

Personally appeared before me, Notary Public in and for said County and State, the wit

the bargainor____, with whom

executed the within instrument

Commission expires