1905

WARRANTY DEED Form 1001 Published by Tennessee Title Company

For and in consideration of the sum of $ Fifteen Hundred & no/100---------- ----------($1500.00)----------DOLLARS

Cash in hand, paid, receipt of which is hereby acknowledged.

We, McFarland Heights, Incorporated have bargained and sold, and by these presents do transfer and convey unto the said Carter Scruggs and wife Mai P. Scruggs 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. 33 on the Map of Merry Oaks, not of record and described according to a copy of said plan made by W.W.Turner, Company, Engineers, August 2, 1950, as follows:

Beginning at a point in the southerly margin of Fairway Drive at the common corner of Lots 32 and 33; thence southerly along the line between said lots, 257.3 feet; thence along the rear line of Lot 33, westerly 54.5 feet, and continuing along the rear line of said lot, southwesterly 79.8 feet to the corner of Lots 33 and 34; thence with the line between said lots, northerly 250 feet to the southerly margin of Fairway Drive; thence easterly along said Drive, 82 feet to the beginning.

Being part of the property conveyed to McFarland Heights, Incorporated, by deed from Mrs. Priscilla McFarland, et al, of record in Book 1847, page 207, and re-recorded in Book 1849, page 431, Register's Office for said County.

Commerce Union Bank, a Tennessee banking corporation, holder and owner of that promissory note, dated May 15, 1950, executed by McFarland Heights, Inc and mentioned in and secured by provisions of that certain deed of trust dated May 15, 1950, from McFarland Heights, Inc. to Neely Brown, Trustee, of record in Book 1839, page 116, R.O.D.C.Tenn., joins in this instrument for the sole purpose of releasing, and does hereby release, the lien of the aforesaid deed of trust on the property, and only the property, described in and conveyed by this instrument, but no further or otherwise.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Carter Scruggs and wife Mai P. Scruggs their heirs and assigns, forever.

And we do covenant with the said Carter Scruggs and wife Mai P. Scruggs that we are lawfully seized and possessed of said land in fee simple; have a good right to convey it. and the same is unencumbered.

And we, McFarland Heights, Incorporated do further covenant and bind ourselves, our successors heirs and representatives, to warrant and forever defend the title to the said land to the said Carter Scruggs and wife Mai P. Scruggs their heirs and assigns against the lawful claims of all persons, whomsoever.

McFarland Heights, Inc. has caused this instrument to be executed by its proper ~~officers~~, this 30th day of September, 19 50.

COMMERCE UNION BANK

BY W. Howard Ford VIEE PRES. ATTEST: C. N. Sittel CASHIER

MCFARLAND HEIGHTS, INCORPORATED

BY E. C. Vinson PRES.

ATTEST: Herbert N. Jordan SEC'Y

STATE OF TENNESSEE,
COUNTY OF DAVIDSON.

On this 3rd day of October, 19 50, before me, Rachael H. McMeen, a Notary Public in and for said State and County, appeared W. Howard Ford and C. N. Sittel, to me personally known, who, being by me duly sworn, did say that they are vice president and cashier, respectively, of the Commerce Union Bank, a corporation, and that the seal

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