2144

WARRANTY DEED Form 1001 **Published by Tennessee Title Company**

S. H. BRILEY, JR. ATTORNEY

For and in consideration of the sum of $ 10.00, **DOLLARS**

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Cash in hand paid by the grantees herein, and other good and valuable considerations, receipt of which is hereby acknowledged, - - -

We, Homer McEwen and wife, Ella Mai McEwen,

have bargained and sold, and by these presents do transfer and convey unto the said DAN T. ZEITLIN and EDWARD T. GOLDSTEIN, 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. 22 on the Map of John R. Hudson's Plan of Lots, as of record in Book 21, page 136, Register's Office for said County. Said Lot 22 fronts 53-1/2 feet on the westerly side of Hudson Street and runs back between lines, along the northerly margin of an alley, 150 feet to another alley in the rear, measuring 52 feet 8 inches thereon.
Being the same property conveyed to Homer McEwen and wife, Ella Mai McEwen, by deed from James H. McPhail, Jr. and wife, of record in Book 2142, page 202, said Register's Office.

And the said James H. McPhail, Jr. and wife, Jean D. McPhail, join in this instrument for the following purposes and none other, to-wit: In the above deed in Book 2142, page 202, the description of the property therein conveyed erroneously recited that said lot "fronts 52 feet 8 inches on the easterly side of Hudson Street" when the same should have recited that said lot "fronts 53-1/2 feet on the westerly side of Hudson Street," and said James H. McPhail, Jr. and wife, Jean D. McPhail join in this instrument for the purpose of correcting the description in said deed, and to quit-claim any interest that they may have in the property herein conveyed, by virtue of said erroneous 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 Dan T. Zeitlin and Edward T. Goldstein, their heirs and assigns, forever.

And we do covenant with the said grantees herein, 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, except by 1953 taxes, which the grantees herein assume and agree to pay.
And we, the grantors herein, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said grantees herein, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 21st day of April, 1953.

James H. McPhail, Jr. — Homer McEwen

Jean D. McPhail — Ella Mai McEwen

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Homer McEwen and wife, Ella Mai McEwen, the bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 4 day of May, 1953.

Commission expires Jan 28 1957

Notary Public

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