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

For and in consideration of the sum of $ 10,750.00

Ten Thousand Seven Hundred Fifty and No/100 **DOLLARS**

Cash in hand paid by Thomas Smith and wife, Myra H. Smith, the receipt of which is hereby acknowledged, we,

EDWARD E. MARLIN AND WIFE, FLORENCE CLAUDIA MARLIN

have bargained and sold, and by these presents do transfer and convey unto the said Thomas Smith and wife, Myra H. 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. 30 on the Plan of Marlin Meadows, Section Two, as of record in Book 1835, page 127, Register's Office for said County, and described as follows:

Beginning at a point on the southeasterly margin of Canton Pass, the common corner of Lots 30 and 31; thence with the line between said lots, southeasterly 147.16 feet to a point; thence southerly 32.4 feet to a point; thence southwesterly 159.9 feet to the northeasterly margin of Peeler Trail; thence with the margin of the same northwesterly 114.3 feet to the beginning of a curve; thence along said curve, northwardly 34.66 feet to the easterly margin of Canton Pass; thence with the margin of the same, northeasterly 134.3 feet to the beginning.

Being part of the property conveyed to Edward E. Marlin and wife, Florence Claudia Marlin, by deed from Herschel Greer, Trustee, of record in Book 2105, page 319, said Register's Office.

This conveyance is made subject to Restrictions of record in Book 2084, page 249, and the plan of record in Book 1835, page 127, Register's Office for said County, which shows a 30 foot set-back line from Canton Pass and from Peeler Trail, and a 10-foot easement for utilities along the northeasterly side line and along northerly part of the rear line.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Thomas Smith and wife, Myra H. Smith their **heirs and assigns, forever.**

And we **do covenant with the said** Thomas Smith and wife, Myra H. Smith **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 1954 taxes which have been prorated and are hereby assumed by the purchasers.

And we, Edward E. Marlin and wife, Florence Claudia Marlin **do further covenant and bind** ourselves, our **heirs and representatives, to warrant and forever defend the title to the said land to the said** Thomas Smith and wife, Myra H. Smith their **heirs and assigns against the lawful claims of all persons, whomsoever.**

Witness our **hand** s **this** 11th **day of** August **,19** 54

Edward E. Marlin

Florence Claudia Marlin

STATE OF TENNESSEE
Davidson County

Personally appeared before me, O. G. Jones **, a Notary Public in and for said County and State, the within named** Edward E. Marlin and wife, Florence Claudia Marlin

the bargainors **, 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** 11th **day of** August **, 19**54

Commission expires July 6, 1955

O. G. Jones

O. G. Jones, **Notary Public**