K 2341

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

For and in consideration of the sum of $ 10.00
- - - - - - - - TEN AND NO/100 - **DOLLARS**

Cash in hand paid by James McDonald Smith and wife, Alice Mai Smith, and other good and valuable considerations, receipt of which are hereby acknowledged, We,

CHARLES PHILLIPS and E. R. PHILLIPS, a partnership doing business as PHILLIPS CONSTRUCTION COMPANY,

have bargained and sold, and by these presents do transfer and convey unto the said James McDonald Smith and wife, Alice Mai 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. 100 on the Map of Section Two, Pleasant Acres, as of record in Book 2133, page 75, Register's Office for said County, and described as follows:

BEGINNING at a point in the westerly margin of Saunders Drive at the corner of Lots 99 and 100; thence with the line between said lots, westerly 203.2 feet to the east line of Lot 101; thence with the line between Lots 100 and 101, southerly 193 feet to the north margin of Baronne Drive; thence with the margin of the same easterly 172 feet to the beginning of a curve; thence around said curve northeasterly 31.4 feet to the west margin of Saunders Drive; thence with the margin of the same, northerly 174 feet to the point of beginning.

Being the same property conveyed to Charles Phillips and E. R. Phillips by deed from Ferriss C. Bailey, Trustee, as of record in Book 2501, page 178, said Register's Office.

This conveyance subject to restrictive covenants of record in Book 2133, page 47, Register's Office for said County.

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

And we **do covenant with the said** James McDonald Smith and wife, Alice Mai 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 taxes for 1955 which are prorated and assumed by the grantee herein

And we, Charles Phillips and E. R. Phillips, a partnership doing business as Phillips Construction Company **do further covenant and bind** ourselves, our/ **heirs and representatives, to warrant and forever defend the title to the said land to the said** James McDonald Smith and wife, Alice Mai Smith **their heirs and assigns against the lawful claims of all persons, whomsoever.**

Witness our **hand** this 31st **day of** January, 19 55

Charles Phillips
Partner

E. R. Phillips
Partner

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Charles Phillips and E. R. Phillips

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, Davidson County, Tennessee, this 31st day of January, 19 55.

Commission expires October 22, 1958

Jessie J. Cureton
Notary Public

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