K 2453

For and in consideration of the sum of $ 10.00

----------TEN AND NO/100---------- DOLLARS

cash in hand paid by the grantees herein, and other good and valuable considerations,

the receipt of which is hereby acknowledged,

The Shelby Corporation of Tennessee, a Tennessee Corporation,

has ~~have~~ bargained and sold, and by these presents does ~~do~~ transfer and convey unto the said George P. Howell and William H. Howell, their

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

Land in the 11th Civil District of Davidson County, Tennessee, described as follows: Beginning at a stake on the line of fence on the original east boundary line of Lot No. 4 according to plan on page 166, Minute Book 6, County Court for Davidson County, Tennessee, showing the division of the estate of J. K. P. Hamblen and Mattie G. Hamblen; and running thence north 32° west 2177 feet to a stake near a branch or slough; thence with the slough south 88° west 25 feet more or less to the waters edge of Cumberland River at low water; thence with the waters edge at low water southeastwardly to the intersection of the low water mark with said east boundary line first mentioned above; thence north 1° east with the east boundary line [illegible] feet more or less to the beginning, containing [illegible] acres, more or less.

Together with an easement or right-of-way as mentioned and set out in a deed from [illegible] to [illegible], of record in Book 411, page 235, Register's Office for Davidson County, Tennessee, and also an easement or right-of-way over our lands [illegible] the lands conveyed by said [illegible] Hamblen his heirs and assigns, but this easement is limited to the extent that it is not intended for the general public to be used as a public or county road. This easement or right-of-way is to be over the best and most direct route of the land hereinabove conveyed to the public road.

It is further stipulated and agreed that a part of the consideration for this conveyance that if in the use of the property the said Humphrey [illegible], his heirs or assigns should undermine or cause the lands of the grantors not herein sold to cave in or become flooded with water so that they would be rendered valueless for farming or for such purposes as farm lands are usually put to, the value of the land so injured is hereby agreed to be [illegible] per acre, and the grantee herein his heirs or assigns may purchase any of the remaining tract so injured at this price, the purchase to be in full satisfaction of any claims for damage, all of which is set out in the deed from E. A. Hamblen and wife, to [illegible], of record in Book [illegible], page 231, Register's Office for said County.

Being the same property conveyed to the Shelby Corporation of Tennessee, by deed of record in Book [illegible], page [illegible], 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 George P. Howell and William H. Howell, their

heirs and assigns, forever.

And the grantor herein, does ~~do~~ covenant with the said grantees herein, that it is lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.

And the grantor herein, a Tennessee Corporation, does ~~do~~ further covenant and bind itself, its successors ~~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 ~~hand~~ this ~~day~~ of ~~[illegible]~~ 19[illegible]

In witness whereof the Shelby Corporation of Tennessee has caused this instrument to be executed by its duly authorized officers on this 5th day of October, 1955

THE SHELBY CORPORATION OF TENNESSEE

Attest: J. C. Schutt
J. C. Schutt, Secretary

By: W. T. Hardison
W. T. Hardison, President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Dorothy B. Sawyers, a Notary Public in and for said County and State, the within named W. T. Hardison, President and J. C. Schutt, Secretary of the Shelby Corporation of Tennessee, the bargainor, 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 5th day of October, 1955

My Commission [illegible] January 25, 1958

Commission expires

Dorothy B. Sawyers
Notary Public

G 85