WARRANTY DEED

For and in consideration of the sum of Twelve Thousand Five Hundred and No/100 ----------

----------$12,500.00----------DOLLARS

Cash in hand paid by Ernest Ferrell Smithson, Jr. and wife, Mary Boyd Smithson, the receipt of which is hereby acknowledged,

MONTAGUE CONSTRUCTION COMPANY, INC.,
a Tennessee Corporation with its principal office and place of business at Nashville, Tennessee

has ~~have~~ bargained and sold, and by these presents do~~es~~ transfer and convey unto the said Ernest Ferrell Smithson, Jr. and wife, Mary Boyd Smithson

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

Land in Davidson County, Tennessee, being Lot No. 119 on the Map of Bellshire Estates, Section V, as of record in Book 2133, page 114, Register's Office for Davidson County, Tennessee.
Said Lot No. 119 begins at a point in the westerly margin of Tuckahoe Drive, the common front corner of Lots Nos. 119 and 120; thence southerly along said Drive, 101.5 feet to a point, the beginning of a curve; thence 38.5 feet around said curve, having a radius of 25 feet, to a point in the northerly margin of Bellshire Drive; thence westerly along said Drive 122 feet to a point; thence N 10° 34' E 160 feet to a point, the common rear corner of Lots Nos. 119 and 120; thence easterly 158.9 feet to the point of beginning.
Being a part of the property conveyed to Montague Construction Company by deed from Bellshire Properties, Inc., as of record in Book 2336, page 179, said Register's Office.

This conveyance is made subject to all restrictive covenants, easements and setback lines that are applicable to the above described property.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Ernest Ferrell Smithson, Jr. and wife, Mary Boyd Smithson their heirs and assigns, forever.

And it does ~~do~~ covenant with the said Ernest Ferrell Smithson, Jr. and wife, Mary Boyd Smithson 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., except 1956 taxes which have been prorated and are hereby assumed by the purchasers.

And Montague Construction Company, Inc.
do~~es~~ further covenant and bind itself, its successors ~~and assigns~~ and representatives, to warrant and forever defend the title to the said land to the said Ernest Ferrell Smithson, Jr. and wife, Mary Boyd Smithson, their heirs and assigns against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF MONTAGUE CONSTRUCTION COMPANY, INC., a Corporation aforesaid has caused this instrument to be executed by its duly authorized officers on this 26th day of July, 1956.

MONTAGUE CONSTRUCTION COMPANY, INC.

Attest: Clarence Hager
Clarence Hager, Secretary-Treasurer

BY: C. F. Hoover
C. F. Hoover, President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained

Witness my hand and official seal at office, this _____ day of _____, 19__

Commission expires _____ Notary Public