K 2600

WARRANTY DEED THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

For and in consideration of the sum of Ten and No/100 ($10.00) DOLLARS cash in hand paid by James S. Smythia and wife, Mary Sue Smythia, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further considerations that the said James S. Smythia and wife, Mary Sue Smythia do hereby assume and agree to pay the unpaid principal balance owing on a certain note dated January 4, 1955, in the original principal sum of $13,500.00 payable to the order of Prudential Life Insurance Company of America in monthly installments installments of $75.06 each and secured by deed of trust to R. Bruce Robertson, Jr., Trustee, of record in Book 2372, page 439, Register's Office for Davidson County, Tennessee, we, Claude G. Sweeney and wife, Mary J. Sweeney,

_____ have bargained and sold, and by these presents do transfer and convey unto the said James S. Smythia and wife, Mary Sue Smythia 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. 11 on the Plan of Martinwood Heights, as of record in Book 2133, page 63, Register's Office for said County.

Said lot No. 11 fronts 103 feet on the southerly side of Lakeland Drive, and runs back 141.9 feet on the easterly line, and 159.3 feet on the westerly line to a dead line, measuring 104.5 feet thereon.

Being the same property conveyed to Claude G. Sweeney and wife, Mary J. Sweeney, by deed from Fred B. Harber and wife, Verna B. Harber, of record in Book 2345, page 499, said Register's Office.

This conveyance is subject to restrictive covenants as of record in Book 2153, page 577, 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 S. Smythia and wife, Mary Sue Smythia their heirs and assigns, forever.

And we do covenant with the said James S. Smythia and wife, Mary Sue Smythia that they lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except as above set forth.

And we, ClaudeG. Sweeney and wife, Mary J. Sweeney 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 S. Smythia and wife, Mary Sue Smythia their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 22nd day of October, 1956

Claude G. Sweeney

Mary J. Sweeney

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