BK 2809

WARRANTY DEED

THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

For and in consideration of the sum of ONE and No/100 ($1.00) DOLLARS cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and the further consideration that the grantees, James Roscoe Smith and wife, Joan Smith, assume and agree to pay the unpaid balance of a note dated June 20, 1956, in the original principal sum of $8,000.00, payable to Prudential Insurance Company of America in monthly installments, and secured by a deed of trust of record in Book 2527, page 95, Register's Office for Davidson County, Tennessee,

WE, James D. Smith and wife, Corda Watters Smith, have bargained and sold, and by these presents do transfer and convey unto the said James Roscoe Smith and wife, Joan 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. 176 on the Plan of Glencliff Estates, Section VII, as of record in Book 2331, page 73, Register's Office for said County, and described as follows:

Beginning at a point in the easterly margin of Barrett Drive at the corner of Lots 176 and 177; thence with the line between said lots easterly 154.2 feet to the west line of Lot 175; thence with the line between Lots 175 and 176, southerly 140 feet to the north margin of Wimpole Drive; thence with the margin of the same westerly 129.2 feet to the beginning of a curve; thence around said curve northwesterly 39.3 feet to the east margin of Barrett Drive; thence with the margin of the same northerly 115 feet to the point of beginning.

Being the same property conveyed to James D. Smith and wife, Corda Watters Smith, by deed from Leroy Preston and wife, Lou Ella Preston, of record in Book 2543, page 268, Register's Office for Davidson County, Tennessee.

Conveyance is made subject to restrictions of record in Book 2451, page 233, said Register's Office.

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 Roscoe Smith and wife, Joan Smith, their heirs and assigns, forever.

And we do covenant with the said James Roscoe Smith and wife, Joan 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 as set out above.

And we, James D. Smith and wife, Corda Watters Smith, 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 Roscoe Smith and wife, Joan Smith, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 29th day of September, 1958

James D. Smith

Corda Watters Smith

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