For and in consideration of the sum of Ten and 00/100 - - - - - - - - - - - - - - - - - - - DOLLARS ($10.00),

[illegible] and valuable consideration cash in hand paid [illegible] and wife, Pauline Taylor Smith, receipt of all of which [illegible] further consideration of the said, Horace A. Smith and wife, [illegible] assuming and agreeing to pay the balance due on a deed of trust executed [illegible] G. Gardner and wife, to James F. Turner, Trustee, [illegible] in [illegible] said Register's Office, to secure to Provident Trust Company, the payment of [illegible] note dated December 1, [illegible], in the original principal amount of [illegible], payable in monthly installments of [illegible], including principal and interest at [illegible] per annum, beginning January 1, 19[illegible], balance [illegible].

We, Lipscomb G. Harding and wife, Idabell N. Harding

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto Horace A. Smith and wife, Pauline Taylor Smith

hereinafter called the Grantee, his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 125 on the Plan of [illegible] Subdivision, as of record in Book 1835, pages 67 and 68, Register's Office for said County.

Beginning on the westerly margin of Fairway Drive, being the corner of Lots Nos. 124 and 125; thence with the line between said two lots westwardly [illegible] feet to the easterly line of Lot No. 1[illegible]; thence with the line between lots Nos. 1[illegible] and 1[illegible] southwardly 10[illegible] feet to the northerly margin of Sweetwater Road, thence with said Road eastwardly 10[illegible] feet to the beginning of a curve; thence around said curve in a northeasterly direction 40.9 feet to the westerly margin of Fairway Drive; thence with said Drive northwardly 101.[illegible] feet to the beginning.

Being the same property conveyed to Lipscomb G. Harding and wife, Idabell N. Harding, by deed from Robert J. Gardner and wife, of record in Book [illegible], page [illegible], Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants in deed of record in Book 415, page 145, an instrument recorded in Book 1788, page 427, an instrument recorded in Book 1855, page 377 and as amended by instrument of record in Book 1876, page264, and plan of record in Book 1835, pages 67 & 68, showing set-back lines and easements for public utilities, all recorded in 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 Grantee, his heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee that he is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered, except for [illegible] taxes which have been prorated and assumed by Grantee.

The Grantor further covenants and binds himself, his heirs, successors and representatives to warrant and defend the title to the said land to the Grantee, his heirs, successors and assigns against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, the Grantor has hereunto set his hand on this, the 5th day of October, 195[illegible]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Lydia K. Burgess, a Notary Public in and for the State and County aforesaid, personally appeared the within named Lipscomb G. Harding and wife, Idabell N. Harding

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, Tennessee

this, the 5th day of October, 195[illegible]

My commission expires: My Commission Expires April 28, 1962

Notary Public

54395

WARRANTY DEED

From Lipscomb G. Harding, et ux

To Horace A. Smith, et ux

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record [illegible] day of OCT A.D. 195[illegible] at [illegible] M.
Noted in Book [illegible] Page [illegible]
Recorded in Book [illegible] Page [illegible]
Recording Fee [illegible]
JAMES P. WILSON, Register
By [illegible] Dep. Reg.

REAL ESTATE · INSURANCE
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