WARRANTY DEED

THIS FORM FURNISHED BY ATTORNEYS TITLE CO

For and in consideration of the sum of - - - - - - - - - $10.00 - - - - - - - - - - - - - - -

- Ten and no/100 - - - - - - - - - DOLLARS and other good and valuable considerations, cash in hand paid by Henry W. Shirley and wife, Doris June Shirley, the receipt of which is hereby acknowledged, and in further consideration of the said Henry W. Shirley and wife, Doris June Shirley assuming and agreeing to pay the balance due on a debt more particularly described in a Deed of Trust executed by John Dozier Fussell and wife, Virginia W. Fussell, to Miller Kimbrough, Trustee, of record in Book 2515, page 319, said Register's Office, to secure to Kimbrough-Phillips Company the payment of one note dated April 16, 1956, for the principal sum of $11,950.00, with interest at the rate of 4½% per annum, payable in monthly installments of $60.55 each.

This conveyance is made subject to restrictive covenants contained in an instrument of record in Book 2437, page 574, said Register's Office.

We, John Dozier Fussell and wife, Virginia W. Fussell have bargained and sold, and by these presents do transfer and convey unto the said Henry W. Shirley and wife, Doris June Shirley 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. 175 on the Map of Rosewood Heights, Section 5, as of record in Book 2331, page 39, Register's Office for said County.

Said Lot No. 175 fronts 80 feet on the westerly side of Mitchell Road and runs back 154.2 feet on the northerly line and 160.4 feet on the southerly line to a dead line in the rear, measuring 95 feet thereon.

Being the same property conveyed to John Dozier Fussell and wife, Virginia W. Fussell, by deed from Riverwood Homes, Inc., as of record in Book 2535, page 337, 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 Henry W. Shirley and wife, Doris June Shirley their heirs and assigns, forever.

And we do covenant with the said Henry W. Shirley and wife, Doris June Shirley 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, with exception of the before mentioned Deed of Trust.

And we, John Dozier Fussell and wife, Virginia W. Fussell do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Henry W. Shirley and wife, Doris June Shirley their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 6th day of January, 1960

John Dozier Fussell

John Dozier Fussell

Virginia W. Fussell

Virginia W. Fussell