WARRANTY DEED

For and in consideration of the sum of five and no/100---------- ($5.00)---------- *DOLLARS* cash in hand paid by Clara F. Yaney, Helen Yaney and Marvin H. Yaney and other good and valuable considerations, receipt of all of which is hereby acknowledged,

we, Houston T. Ezell and wife, Mabel W. Ezell *have bargained and sold, and by these presents do transfer and convey unto the said* Clara F. Yaney, Helen Yaney and MarvinH. Yaney, their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:*

Land in the 6th Civil District of Davidson County, Tennessee, being lot No. 57 on the Plan of Hill-N-Dale Acres, as of record in book 2900, pages 33 and 34, Register's Office for said County.
Said lot No. 57 fronts 97 feet on the southeasterly side of Havenhill Drive and runs back 272 feet on the northeasterly line and 198 feet on the southwesterly line to a dead line, measuring 107.8 feet thereon.
Being part of the real property conveyedto Houston T. Ezell and wife, Mabel W. Ezell, by deed from Holiday Inns of America, Inc., dated June 16, 1959, filed June 22, 1959, and recorded in book 2921, page 541, said Register's Office.
This conveyance is made subject to ten-foot easement for public utilities along the rear line of premises, 50-foot building setback line, and conditions of owners certificate as shown on plan of record in book 2900, pages 33 and 34, said Register's Office; and by instrument of record in book 3030, page 303, said Register's Office, said setback line was changed to 45 feet; and to restrictive covenants of record in book 2959, page 213, 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 Clara F. Yaney, Helen Yaney and Marvin H. Yaney, their *heirs and assigns, forever.*

And we *do covenant with the said* Clara F. Yaney, Helen Yaney and Marvin H. Yaney *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 for taxes for the year 1960 which are prorated and assumed by purchasers.

And we, Houston T. Ezell and wife, Mabel W. Ezell *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Clara F. Yaney, Helen Yaney and Marvin H. Yaney, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand* s *this* 25th *day of* March, *19* 60 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Houston T. Ezell

Mabel W. Ezell

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* Houston T. Ezell and wife, Mabel W. Ezell

the within named 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* [illegible] *day of* April, *19* 60

Notary Public

Commission expires May 1 1963