K 3343

For and in consideration of the sum of Ten and no/100*
($ 10.00) DOLLARS, cash in hand paid to the seller by the purchaser the receipt of which is hereby acknowledged and in addition this conveyance is made subject to an indebtedness secured by a written lien of record in Book 2235, page 91; Book ____, page ____, Register's Office for Davidson County, Tennessee.

*and other good and valuable considerations

Dessa Ainley Smith and husband, Roger C. Smith

hereinafter called the Seller, has bargained and sold, and by these presents does transfer and convey unto Dessa Ainley Smith and husband, Roger C. Smith, as tenants by the entirety

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

Land in the 3rd, formerly the 2nd, Civil District of Davidson County, Tennessee, described according to a survey made by ~~Z.~~ J. Wilkinson, Surveyor, January 4, 1960 and described as follows:

Beginning at an iron pin in the southerly margin of Honeysuckle Lane, 349 feet east of the westerly line of 16.81 acres conveyed to H. B. Eubank by deed from Joseph R. West, Clerk and Master, of record in Book 881, page 284, Register's Office for said county; said iron pin being also the north-east corner of property owned by James E. Adams; thence with said Lane north 82° east 251 feet to an iron pin; thence south 2° 15' east 405.2 feet to a post; thence south 89° 90 ' west 116 feet to a point; thence north 6° west 144.5 feet to an iron pin; thence south 84° west 125 feet; thence north 9° 30' west 240 feet to the point of beginning.

Being part of the same property conveyed to Dessa Ainley Smith by deed from Howard L. Gibson and wife, of record in Book 1854, page 280, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants and easements of record in the 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 ~~Seller~~ Buyer, his heirs, successors, and assigns, forever.

And the Seller covenants with the said Buyer that he is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered. Except as aforesaid in the consideration clause and for the current year's land taxes.

And the Seller covenants and binds himself, his heirs, successors and representatives, to warrant and forever defend the title to the said land to the said Buyer, his heirs, successors and assigns against the lawful claims of all persons whomsoever.

The word "Seller" when used, is meant to include the Grantor or Grantors named in the conveying clause of this deed.

The word "Buyer" when used, is meant to include the Grantee or Grantees named in the conveying clause of this deed.

Whatever gender used shall be construed to ~~mean~~ any gender.

Witness our hand s this 21st day of February 1962.

Dessa Ainley Smith

Roger C. Smith

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, JOHN A. SPANN, a Notary Public in and for the State and County aforesaid, personally appeared the within named Dessa Ainley Smith and husband, Roger C. Smith the bargainor(s), with whom I am personally acquainted, and who acknowledged that ____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 21st day of February, 1962.

My commission expires: 4-25-64

John A. Spann
Notary Public

85529
WARRANTY DEED
From
Dessa Ainley Smith and husband
Roger C. Smith
To
Dessa Ainley Smith and Husband
Roger C. Smith
1100 Lynnbrook Rd.
Mad. Tenn.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received and recorded this 28 day
of Feb A.D. 1962 at 2:30 P.M.
Book 2235 Page 91
Fee $1.10
Register

PG 155