K 3498

WARRANTY DEED

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 Connell C. Smith and wife Lucy M. Smith, the receipt of all of which is hereby acknowledged.

This conveyance is made subject to restrictions filed for record March 22, 1962, in Book 3368, page 23, and in Book 3431, page 347, filed for record August 30, 1962.

Hardaway Construction Company has ~~bargained~~ *bargained and sold, and by these presents do transfer and convey unto the said* Connell C. Smith and wife Lucy M. Smith *their heirs 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. 1, on the Plan of Arrington Heights, Section II, as of record in Book 3106, page 129, Register's Office for said County, as follows: BEGINNING at a point in the east margin of North 4th Street at the corner of lots 1 and 2; thence with the line between said lots, easterly 159.3 feet to the west margin of an alley; thence with the margin of said alley, southerly 35.06 feet to the beginning of a curve; thence around said curve, southwesterly 31.52 feet to the north margin of another alley; thence with the margin of said alley, westerly 119.24 feet to the beginning of a curve; thence aroung said curve, northwesterly 31.29 feet to the east margin of North 4th Street; thence with the margin of the same, northerly 34 feet to the point of beginning.
Being part of the property conveyed to Hardaway Construction Company, by deed from the Nashville Housing Authority, as of record in Book 3431, page 347, 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 Connell C. Smith and wife Lucy M. Smith *their heirs and assigns, forever.*

And it does ~~its~~ *covenant with the said* Connell C. Smith and wife Lucy M. Smith *that* it is *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.*

And Hardaway Construction Company does *do further covenant and bind* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to the said land to the said* Connell C. Smith and wife Lucy M. Smith *their heirs and assigns against the lawful claims of all persons, whomsoever.*

IN WITNESS WHEREOF, Hardaway Construction Company has caused this instrument to be executed by its duly authorized officer this the 26th day of December, 1962. *The corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

HARDAWAY CONSTRUCTION COMPANY

BY: L. H. Hardaway
L. H. HARDAWAY, Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ... *a Notary Public in and for said County and State,* .....

.....

.....

the within named bargainor , 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 ..... *Tennessee, this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

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