WARRANTY DEED

For and in consideration of the sum of $2,000.00

Two Thousand - *DOLLARS*

Payable as follows: $1,000.00 down, in cash, receipt of which is hereby acknowledged, and the balance of $1,000.00 represented by a note signed by T. R. Smith and Elizabeth L. Smith, payable to J. H. and Mary A. Carothers, dated Jan. 1, 1963, due one year from date with interest from date at the rate of 6%.

We *have bargained and sold, and by these presents do transfer and convey unto the said* T. R. Smith and Elizabeth L. Smith

Their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:*

Land in the 13th (formerly 2nd) district of Davidson County, Tennessee, being 2.8 acres, more or less, on the easterly side of the 6.65 tract more or less, purchased by J. H. Carothers and wife, Mary A. Carothers from O. M. Lucas and wife, Pauline B. Lucas, by deed dated Feb. 24, 1949, of record in book 1683, page 395, registers office of Davidson County, Tenn. also being shown on the map of the sub-division of Lot number 1 of the division of the J. H. Chadwell land in said 13th (formerly 2nd) district of Davidson County, Tenn., described according to a survey made by Lewis D. Justice, surveyor, as follows:

Beginning at a point in the center of Smith Springs Road, 505 feet easterly from the southwest corner of lot number 1 of the J. H. Chadwell land, thence 1° 20' east approximately 830 feet, to a stake in the line betweel lots number 1 and lot number 2, of the J. H. Chadwell land, thence 150 feet with the line between lots number 1 and 2 to a stake at the northwest corner of the R. R. Poe tract, thence, with the Poe line, south 1° 20' west 848.7 feet to the center of Smith Springs Road, thence, 86' west, 150 feet to the point of the beginning.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said T. R. Smith and wife, Elizabeth L. Smith Their *heirs and assigns, forever.*

And We *do covenant with the said* T. R. Smith and wife, Elizabeth L. Smith *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.*

And J. H. Carothers and wife, Mary A. Carothers *do further covenant and bind* our *heirs and representatives, to warrant and forever defend the title to the said land to the said* T. R. Smith and wife, Elizabeth L. Smith, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness hand *this* Jan 8 *day of* January, 1963, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

[redacted] J. H. Carothers

Mary A. Carothers

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gene H. Nash, *a Notary Public in and for said County and State,* J. H. Carothers and Mary A. Carothers

the within named bargainor , 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 8th *day of* January, 1963

Gene H. Nash *Notary Public*

Commission expires July 27, 1964

GENE H. NASH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

17 APR 1964

FULL RELEASE