AE/p 3/2/65

BOOK 3872 PAGE 744

LAW OFFICES
BAILEY, EWING, DALE & BAILEY
NASHVILLE BANK & TRUST BUILDING
NASHVILLE, TENNESSEE 37201

mail tax statements

Map 161
Par. 49
6D34990 n.o.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Five ($5.00) Dollars and other good and valuable considerations paid to the undersigned Hallmark Construction Company by Andrew Ewing, Trustee, receipt of which is hereby acknowledged, Hallmark Construction Company, a Tennessee corporation, of Nashville, Tennessee, has this day bargained and sold and by these presents does transfer and convey unto Andrew Ewing, as Trustee for Hallmark Construction Company and Glencliff Homes, Inc., of Nashville, Tennessee, both Tennessee corporations, his successors and assigns, certain land in Davidson County, Tennessee, described as follows:

Land in the 6th Civil District of Davidson County, Tennessee, described according to a copy of a survey made by E. L. Miller, Jr. & Co., dated December 29, 1961,as follows:

BEGINNING at a point in the center line of Edmondson Pike at the center of the intersection of said Pike and McMurray Lane; thence with the center line of McMurray Lane, the following courses and distances: South 70° 48' East 191 feet; thence easterly along a curve having a radius of 1910 feet, more or less, a distance of 311.1 feet; thence South 61° 28' East, 71.0 feet; thence easterly along a curve having a radius of 1432 feet, more or less, 278.3 feet; thence South 73° 28' East 219 feet; thence easterly along a curve having a radius of 5730 feet, a distance of 126.0 feet; thence leaving the center line of McMurray Lane, South 9° 37' West, along a fence line, 250.0 feet to an iron pin; thence South 71° 00' East, 381.8 feet to an iron pin; thence South 8° 30' West, 282.0 feet to a corner post; thence along a fence line, South 80° 56' East, 527.0 feet to a point in the center line of a road; thence along the center line of the road to its terminus and continuing with a fence line, South 4° 50' West, 1418 feet to a corner post; thence along a fence line, North 70° 00' West 1140 feet to a corner post; thence with a fence line North 11° 35' East, 554.5 feet to an iron pin in fence; thence North 78° 37' West 449.0 feet to an iron pin; thence North 88° 25' West, 527.0 feet to the center of Edmondson Pike; thence with the center of said Pike, North 4° 02' East, 957.0 feet to a point; thence continuing with the center of said Pike, North 4° 37' East, 591.0 feet to the point of beginning.

Being the same property conveyed to Hallmark Construction Company, by deed from Ernest A. Pickup and wife, Bessie W. Pickup, of record in Book 3341, page 149, Register's Office for said County.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Andrew Ewing, Trustee, his successors and assigns, forever.

Hallmark Construction Company covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except by:

1. Taxes for the year 1965.

2. Easement for TVA transmission lines and installations granted by Ernest A. Pickup and wife, to the United States of America in an instrument of record in Book 2338, page 226, Register's Office for Davidson County, Tennessee.

3. Lien securing the balance of the indebtedness described in Installment Deed of record in Book 3341, page 149, Register's Office for said County.

4. Indebtedness secured by deed of trust executed by Hallmark Construction Company to Herschel Greer, Trustee, of record in Book , page , Register's Office for Davidson County, Tennessee.

It is expressly understood and agreed that this conveyance to Andrew Ewing, Trustee, is being made subject to the liens and encumbrances as set forth above, and the said Andrew Ewing, Trustee, does not, by acceptance of this deed, assume any obligation to pay any of said liens or indebtedness.

The said Andrew Ewing, Trustee, is expressly vested by Hallmark Construction Company and Glencliff Homes, Inc., as evidenced by their joinder herein, with full power and authority to sell, mortgage, or otherwise encumber, rent, subdivide, or otherwise deal with said property in any manner as he, as an individual might do, and shall have full authority to execute any deed, deed of trust, mortgage, subdivision plan, or other instrument or document of any kind or character, respecting said property or any part thereof, without the joinder of any

other party or beneficiary, and no party or parties advancing any funds to the said Andrew Ewing,Trustee, upon the faith of any instrument shall be required to see to the application of any funds advanced on the faith thereof, and any such instrument, when executed by the said Trustee, shall be in full acquittance and discharge of the parties advancing such funds.

The right is expressly reserved by Hallmark Construction Company and Glencliff Homes, Inc. to remove said Trustee from office, and to appoint a successor trustee, with the further right to remove the successor trustee and appoint a successor to him, by the execution and recording of an appropriate written instrument in the Office of the Register of Davidson County, Tennessee, and any such successor trustee shall be vested with all powers and authority of his predecessor or predecessors in trust.

Hallmark Construction Company further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the said real estate to the said Andrew Ewing, Trustee, his successors and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, Hallmark Construction Company, as grantor, has caused this instrument to be executed by its authorized officer; and Hallmark Construction Company and Glencliff Homes, Inc., as beneficiaries of the trust vested in Andrew Ewing,Trustee, have caused this instrument to be executed by their respective authorized officers, all on this 15th day of March, 1965.

HALLMARK CONSTRUCTION COMPANY

By _____

Grantor

Approved:

HALLMARK CONSTRUCTION COMPANY

By Theodore H. Pailet, Sec'y Treas

GLENCLIFF HOMES, INC.

By _____

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Betty Poage, a Notary Public in and for said County and State, James L. Boner, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Vice-President of Hallmark Construction Company, the within named bargainor, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

And further personally appeared before me, Albert G. Morris, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the President of Glencliff Homes, Inc., the within named bargainor, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal at Nashville, Tennessee, this 15th day of March, 1965.

Betty Poage
Notary Public

My Comm. expires:
10-25-67

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WARRANTY DEED

HALLMARK CONSTRUCTION COMPANY

to

ANDREW EWING, TRUSTEE

7 3 6 3 9

FELIX Z. WILSON TI REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 23 3 57 PM '65

RECEIVED ... BOOK 111 PAGE 255

DEP. REG. ...

STATE TAX $ 110.34
PROBATE .50
TOTAL $ 110.84

MAR 23 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID MAR 23 1965

250

LAW OFFICES
BAILEY, EWING, DALE & BAILEY
NASHVILLE BANK & TRUST BUILDING
NASHVILLE, TENNESSEE 37201