WARRANTY DEED

BOOK 3979 PAGE 939

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Earl Morgan Smith et ux.	Home Federal Savings & Loan Assn.	25W-9280
(NAME:)	(NAME:)	
141, 50th Avenue South	L. & C. Tower	MAP 103-3
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee	Nashville, Tennessee	PAR 214 mp
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Seven Thousand One Hundred Sixty Three and 86/100 ($7,163.86) *DOLLARS*

of which Earl Morgan Smith and wife, Bessie Marie Smith, have assumed and agree to pay the unpaid balance of $4,724.68 of an original indebtedness of $6,150.00 secured by deed of trust of record in book 2945, page 337, Register's Office for Davidson County, Tennessee; and the unpaid balance of $220.00 of an original indebtedness of $350.00 secured by deed of trust of record in book 2976, page 23, said Register's Office; and for the remainder, the said Earl Morgan Smith and wife, Bessie Marie Smith, have executed their promissory note of even date herewith in the amount of $2,219.18 payable to the order of Earl McFerrin Smith and wife, Irene McEwen Smith, in monthly installments of $42.11 each which includes principal and interest at the rate of 4% per annum, but taxes and insurance are added to each note making each payment $63.00 per month; the first installment becoming due on February 1, 1966, and monthly thereafter, with the balance due on or before June of 1970, to secure the payment of which a lien is hereby expressly retained,

We, Earl McFerrin Smith and wife, Irene McEwen Smith,

have bargained and sold, and by these presents do transfer and convey unto the said Earl Morgan Smith and wife, Bessie Marie Smith, their

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

Being lot No. 2 on the Plan of J. G. Edwards' Subdivision, of record in book 1835, page 17, Register's Office for said County.
Said lot No. 2 fronts 50 feet on the westerly side of 50th Avenue North and runs back 173.15 feet on the northerly line and 173 feet on the southerly line to a dead line, measuring 51.45 feet thereon.
Being the same real property conveyed to Earl McFerrin Smith and wife, Irene McEwen Smith, by deed from Albert Lee Vaughn and wife, of record in book 2927, page 537, said Register's Office.

This conveyance is made subject to 30-foot set-back line from 50th Avenue, North and 10-foot easement for public utilities across the rear of the lot.

THIS INSTRUMENT WAS PREPARED BY
JAMES R. WYATT, ATTORNEY
235 Third Avenue North
Nashville, Tennessee

This is { unimproved / improved } property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Earl Morgan Smith and wife, Bessie Marie Smith, their ..... *heirs and assigns, forever.*

And we *do covenant with the said* Earl Morgan Smith and wife, Bessie Marie 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.*, except as above set out.

And we *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Earl Morgan Smith and wife, Bessie Marie Smith, their *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand* s *this* ~~13th~~ 15TH *day of* January, *19* 66, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Earl McFarrin Smith

Irene McEwen Smith

DOCUMENTARY UNITED STATES INTERNAL REVENUE 20 CENTS

DOCUMENTARY 55 CENTS 55

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, H. B. Duncan, a Notary Public in and for said County and State, the within named Earl McFerrin Smith and wife, Irene McEwen Smith,

the 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 5th day of January, 19 66.

H. B. Duncan
Notary Public.

Commission Expires January 30 1967

STATE OF
COUNTY OF

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named .....

the 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 ....., this ..... day of ....., 19.....

....., Notary Public.

Commission Expires .....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I am personally acquainted, and who, upon oath, acknowledged .....self to be ..... of the ....., the within named bargainor, a corporation, and that .....he as such....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by .....self as .....

Witness my hand and seal, at office in .....,
this .....day of ....., 19.....

.....
Notary Public

Commission Expires .....

Mail to - Duncan Realty Co 3.75
4517 Charlotte Ave 7.163.00

WARRANTY DEED

FROM

Earl McPerrin Smith et ux.

TO

Earl Morgan Smith et ux.

14549

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 19 3 26 PM '66
NOTED BOOK 113 PAGE 368
RECORDING FEE $ 2.00
DEP. REG. X

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

STATE TAX $ 10.70
PROBATE $ 1.25
TOTAL
JAN 19 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JAN 19 1966

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