This Instrument prepared by: William J. Faimon
200 Court Square Bldg.
Nashville, Tennessee

BOOK 4161 PAGE 486

Address of New Owner:
Joseph Faimon & W. A. Givan
Route 1 - Hermitage Harbor
Old Hickory, Tennessee

Send Tax Bills To:
same

Map-Parcel Number:
54 11

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One and No/100 ($1.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of making a re-conveyance to create a fee simple title in one-half of the hereinafter described property to Joseph E. Faimon and wife, Gertrude K. Faimon, and to create a fee simple title in the other one-half of said property to William A. Givan and wife, Maxie H. Givan. We, Joseph E. Faimon and wife, Gertrude K. Faimon, and William A. Givan and wife, Maxie H. Givan, have bargained and sold, and by these presents do hereby transfer and convey unto William J. Faimon, Trustee, his successors and assigns, the following described tract or parcel of land, to-wit:

> A tract of land lying partly in Wilson County, Tennessee and Davidson County, Tennessee and more particularly described as follows:
>
> Beginning at a point in the margin of Bedford Forest Court, being the southwest corner of Lot No. 2, Section IV, of the Hermitage Harbor Subdivision as shown on Surveyor's Book 3, page 100, Register's Office for Wilson County, Tennessee; thence with the northerly margin of said Bedford Forest Court 157.1 feet; thence with a curve 39.47 feet to a point in the easterly margin of General Kershaw Drive; thence North 29° 41' east 249 feet to a point in the Government Take Line of Old Hickory Lake; thence South 2° 10' west 59 feet along said Take Line; thence north 29° 20' East 75 feet continuing along said Take Line to a point; being the northwest corner of said Lot No. 2 Section IV; thence along the westerly border of said Lot No. 2 260.9 feet to the point of beginning.
>
> Being the same property conveyed to Joseph E. Faimon and wife, Gertrude K. Faimon and William A. Givan and wife, Maxie H. Givan, by deed from Dale C. Hergert and wife, Alice B. Hergert, of record in Book 116, page 833, in the Register's Office of Davidson County, Tennessee. This conveyance is made subject to restrictions of record in Book 167, page 1.

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may effect the premises.

And we do covenant with the said William J. Faimon, Trustee, that we are lawfully seized and possessed of said land in fee simple, and have a good right to convey it.

And we, Joseph E. Faimon and wife, Gertrude K. Faimon and William A. Givan and wife, Maxie H. Givan, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said William J. Faimon, Trustee, his successors, and assigns, against the lawful claims of all persons whomsoever.

And now, I, the said William J. Faimon, Trustee, for and in consideration of the sum of One and no/100 ($1.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of carrying out the intent of this conveyance, as above set out do hereby transfer and convey unto Joseph E. Faimon and wife, Gertrude K. Faimon, their heirs and assigns, the following described tract or parcel of land, to wit:

> The western half of the above described property, more particularly described as follows: Beginning at a concrete monument on the easterly margin of General Kershaw Drive; thence in a northeasterly direction 249.0 feet to a concrete monument; thence in a southeasterly direction along

the Government Take Line 59.0 feet to a point; thence in a northeasterly direction along the Government Take Line 18.0 feet to a point in said Take Line; thence in a southerly direction along the common line between the eastern part of Lot No. 14 and the western party of Lot No. 14 250 feet more or less to a concrete monument; thence in a westerly direction along the north margin of Bedford Forest Court 67.2 feet to a point; thence with a curve 39.47 feet to a concrete monument in the easterly margin of General Kershaw Drive, the point of beginning.

The common line above referred to begins at a point equidistant from the concrete monument on the north margin of Bedford Forest Court at the southwest corner of Lot No. 2 and the concrete monument on the easterly margin of General Kershaw Drive at the southeast corner of Lot No. 13; thence in a northerly direction which intersects a point equidistant between the Northwest corner of the Givans house and the southeast corner of the Faimon house to a point on the Government Take Line a distance of 250 feet more or less.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances estate, title and interest thereto belonging, to the said Joseph E. Faimon and Gertrude K. Faimon, their heirs and assigns, forever.

And I do covenant with the said Joseph E. Faimon and wife, Gertrude K. Faimon, that I am lawfully seized and possessed of said land and have a good right to convey it.

And I, William J. Faimon, Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title to the said land only as to the title coming through or by me from the grantees herein, to the said Joseph E. Faimon and wife, Gertrude K. Faimon, their heirs and assigns, against the lawful claims of all persons whomsoever.

And now, I, the said William J. Faimon, Trustee, for and in consideration of the sum of ONE and 00/100 ($1.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of carrying out the intent of this conveyance, as above set out, do hereby transfer and convey unto William A. Givan and wife, Maxie H. Givan, their heirs and assigns, the following described tract or parcel of land, to wit:

The eastern half of the above described property more particularly described as follows:
Beginning at a point in the margin of Bedford Forest Court, being the southwest corner of Lot No. 2; thence in a northwest direction 269.9 feet to a concrete monument; thence in a southwest direction 57.0 feet to a point in the Government Take Line; thence along the common line between the east part of Lot No. 14 and the west part of Lot No. 14 in a southerly direction 250 feet more or less to a concrete monument; thence along the northerly margin of Bedford Forest Court in an easterly direction 89.9 feet to the point of beginning.

The common line above referred to begins at a point equidistant from the concrete monument on the north margin of Bedford Forest Court at the southwest corner of Lot No. 2 and the concrete monument on the easterly margin of General Kershaw Drive at the southeast corner of Lot No. 13; thence in a northerly direction which intersects a point equidistant between the Northwest corner of the Givans house and the southwest corner of the Faimon house to a point on the Government Take Line a distance of 250 feet more or less.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances estate, title and interest thereto belonging, to the said William A. Givan and wife, Maxie H. Givan, their heirs and assigns, forever.

And I do covenant with the said William A. Givan and wife, Maxie H. Givan, that I am lawfully seized and possessed of said land and have a good right to convey it.

And I, William J. Faimon, Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title to the land only as to such title coming through or by me from the grantees herein, to the said William A. Givan and wife, Maxie H. Givan, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set out hands on this the 14th day of August, 1967.

Joseph E. Faimon
Joseph E. Faimon

Gertrude K. Faimon
Gertrude K. Faimon

William A. Givan
William A. Givan

Maxie H. Givan
Maxie H. Givan

William J. Faimon, Trustee
William J. Faimon, Trustee

STATE TAX $ 11.25
PROBATE RO
TOTAL $ 11.75

AUG 15 1967

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

PAID AUG 15 1967 CT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, June Armstrong, a Notary Public in and for said County and State, the within named, Joseph E. Faimon, Gertrude K. Faimon, William A. Givan and Maxie H. Givan, the Bargainors, 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 14th day of August, 1967.

June Armstrong
Notary Public

Commission Expires: October 28, 1967

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, June Armstrong, a Notary Public in and for said County and State, the within named, William J. Faimon, Trustee, the bargainor, with whom I am personally acquainted and who acknowledged that he, as Trustee, executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 14th day of August, 1967.

June Armstrong
Notary Public

Commission Expires: October 28, 1968

DEED

From: Joseph E. Faimon, Gertrude K. Faimon, William A. Givan and Maxie H. Givan

To: William J. Faimon, Trustee

AND

From: William J. Faimon, Trustee

To: Joseph E. Faimon and wife, Gertrude K. Faimon

and

To: William A. Givan and wife, Maxie H. Givan

83985

FELIX J. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 15 10 22 AM '67

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RECORDING FEE 6.00

DEP. REG. m