This instrument prepared by
RUTH[illegible] GUENTHER,
306 N[illegible] Trust Bldg.
Nashville, Tennessee 37201

WARRANTY DEED
AND AGREEMENT

BOOK 4511 PAGE 542

TRACT NO. ONE:

Address New Owner (s) as Follows	Send Tax Bills To	Map Parcel Number
WOOD B. SMYTHE, JR., ET UX 4416 Granny White Pk. Nashville, Tenn.37204	SAME	Map. 131-8 Pcl. 110 PW

TRACT NO. TWO:

Address New Owner (s) as Follows	Send Tax Bills To	Map Parcel Number
WOOD B. SMYTHE, JR., ET UX 4416 Granny White Pk. Nashville, Tenn.37204	SAME	Map. 131-8 Pcl. 37 PW

TRACT NO. THREE:

Address New Owner (s) as Follows	Send Tax Bills To	Map Parcel Number
JOHN ROBLEY CALDWELL, ET UX 4315 Farriswood Drive Nashville, Tenn.37204	SAME	Map. 131-8 P/O Pcl. 30 PW

TRACT NO. FOUR:

Address New Owner (s) as Follows	Send Tax Bills To	Map Parcel Number
MONROE HARDING CHILDREN'S HOME 1120 Glendale Lane Nashville, Tenn.37204	EXEMPT	Map. 131-8 P/O Pcl. 115 PW

WHEREAS, the parties hereto are the owners of all the land embraced within and situated in a proposed new subdivision named "Harding Heights" described according to a survey and Subdivision Plan prepared by Hart, Freeland and Roberts, which Subdivision as laid out on said plan has received preliminary ap-

proval from the Metropolitan Planning Commission of Nashville and Davidson County, Tennessee, and is now ready to be submitted for final approval and recording and making of improvements in accordance with the Subdivision Plan; and,

WHEREAS, the Harding Heights Subdivision as proposed and laid out is the undertaking of Monroe Harding Children's Home, a Tennessee general welfare corporation, which is and shall be solely responsible for the making of all improvements and all expenditures in planning, laying out, developing, improving, construction and placing roads and utilities and all other expenses of every kind required or incidental in subdividing the property, but the other parties hereto acknowledge that the subdivision as laid out and proposed is mutually beneficial to all the parties and execute this instrument in consideration of the mutual benefits, promises, agreements, covenants, and conveyances herein contained, with the purpose of establishing the said subdivision, conforming the tracts of land owned by the parties thereto and dedicating an extension of Granny White Court from its present eastern terminus to the eastern boundary of the subdivision; and,

WHEREAS, a plat of Harding Heights subdivision prepared by Hart, Freeland and Roberts is attached hereto as Exhibit A, as a part of this instrument.

Now, therefore, the parties for the mutual considerations aforesaid, and for other good and valuable considerations, the receipt and sufficiency of which is acknowledged by each,

do hereby make the following dedications, conveyances, covenants, and agreements:

Monroe Harding Children's Home, a Tennessee general welfare corporation, Wood B. Smythe, Jr., and wife, Frances P. Smythe and John Robley Caldwell and wife, Frances Smythe Caldwell, agree to sign, execute and comply with the Owner's Certificate attached to and forming a part of the Subdivision Plan, it being understood and agreed, however, that Wood B. Smythe, Jr. and wife, Frances P. Smythe, and John Robley Caldwell and wife, Frances Smythe Caldwell, incur and assume no liability or obligation for, on account of or in connection with the creation and construction of the subdivision, except the express representations and agreements contained in the Owner's Certificate, and Monroe Harding Children's Home agrees to indemnify and save harmless the other parties hereto against all expense and liability arising from their execution of the Owner's Certificate. The parties hereby execute the following conveyances:

TRACT NO. ONE:

Monroe Harding Children's Home has this day bargained and sold and does hereby bargain, sell and convey to Wood B. Smythe, Jr., and wife, Frances P. Smythe, their heirs and assigns, a certain tract of land situated in Davidson County, Tennessee, being Lot No. 2 on the Plan of Harding Heights Subdivision as prepared by Hart, Freeland and Roberts, dated 4-30-71, and recorded in Book 4300, Page 95, Register's Office of Davidson County, Tennessee.

Said Lot No. 2 fronts 106.4 feet on the north side of

Granny White Court, as extended, and runs back 243.2 feet on the westerly line with the easterly line of the grantees' property and 243.2 feet on the easterly line to grantor's north line on which it measures 107.67 feet in the rear.

Being part of the same property conveyed to Monroe Harding Children's Home by deed from J. O. Cheek, Jr., et ux, of record in Book 1339, Page 282, Register's Office of Davidson County, Tennessee.

To have and to hold said real estate, with the appurtenances, estate, title and interest belonging to the said Wood B. Smythe, Jr., and wife, Frances P. Smythe, their heirs and assigns forever. Monroe Harding Children's Home covenants that it is lawfully seised and possessed of said real estate in fee simple, has a good right to convey it and that the same is unencumbered except by said Owner's Certificate and any easements for utility lines. Grantees will pay any property taxes that might be assessed thereon for the year 1971.

Monroe Harding Children's Home further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Wood B. Smythe, Jr., and wife, Frances P. Smythe, against the lawful claims of all persons.

This is unimproved property.

TRACT NO. TWO:

Monroe Harding Children's Home does hereby remise, release, quitclaim and convey to Wood B. Smythe, Jr., and wife, Frances P. Smythe, their heirs and assigns, a certain tract or parcel of land situated in Harding Heights Subdivision of Record in Book 4300, Page 95, said Register's Office in Davidson County, Tennessee, as follows:

> Beginning at the northeast corner of the land conveyed by Harry O. Whitver and wife, Virginia R. Whitver, to Wood B. Smythe, Jr., and wife, Frances P. Smythe, by deed of record in Book 2279, page 423, said Register's office; thence westerly with Smythe's north boundary line through Smythe's northwest corner and thence with the northerly boundary of Granny White Court subdivision, of record in Book 2854, Page 115, said Register's Office to the eastern margin of Granny White Pike; thence northerly with the easterly margin of Granny White Pike to its intersection with the northwest corner of the tract conveyed by J. O. Cheek, et ux, to Monroe Harding Children's Home of record in Book 1339, Page 282, said Register's Office, thence easterly with the northerly boundary of said last mentioned tract to its intersection with the easterly boundary as extended of the said tract conveyed by Whitver, et ux to Smythe, et ux, which is the northeasterly corner of Lot No. 1 of Harding Heights Subdivision; thence southerly with Smythes' easterly boundary as extended to the point of 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 Wood B. Smythe, Jr. and wife, Frances P. Smythe, their heirs and assigns forever.
>
> This is unimproved property.

TRACT NO. THREE:

Wood B. Smythe, Jr. and wife, Frances P. Smythe,

have this day bargained and sold and do hereby transfer and convey unto John Robley Caldwell and wife, Frances Smythe Caldwell, their heirs and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, in Harding Heights Subdivision, of record in Book 4310, Page 95, said Register's Office, as follows:

> Beginning at a point in the westerly boundary line of the land conveyed to Wood B. Smythe, Jr. and wife, Frances P. Smythe, by deed of Harry O. Whitver, et ux, of record in Book 2279, Page 423, said Register's Office (which is the westerly subdivision line) at its intersection with the southerly margin of the right of way of Granny White Court; thence with Smythe's and the Subdivision's westerly line S. 1 degree, 20 minutes W. to the northwest corner of the land conveyed to John Robley Caldwell and Frances Smythe Caldwell by deed from Wood B. Smythe, Jr., et ux, of record in Book 2879, Page 43, said Register's Office; thence with Caldwell's northerly line easterly to Caldwell's and Smythe's common corner, in the common boundary line of Lots Nos. 5 and 6 of said Harding Heights Subdivision; thence with Caldwell's easterly boundary extended and said Lots' common boundary, northerly to its intersection with the southerly right of way of Granny White Court; thence with the southerly boundary of Granny White Court, westerly 195.8 feet to the point of beginning, being the northerly portion of Lot No. 5, said Harding Heights Subdivision, and part of the property conveyed to Wood B. Smythe, et ux, by deed of Harry O. Whitver, et ux, of record in Book 2279, Page 423, said Register's Office.

> To have and to hold said real estate, with the appurtenances, estate, title and interest belonging thereto to the said John Robley Caldwell and wife, Frances Smythe Caldwell, their heirs and assigns forever. Grantors covenant that they are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it and that the same is unencumbered except by Owner's Certificate and by current taxes. Grantors further covenant and bind themselves, their heirs and representa-

tives to warrant and forever defend the title to said real estate to John Robley Caldwell and wife, Frances Smythe Caldwell, their heirs and assigns, against the lawful claims of all persons.

This is unimproved property.

TRACT NO. FOUR:

Wood B. Smythe, Jr., and wife, Frances P. Smythe, have this day bargained and sold and do hereby transfer and convey unto the Monroe Harding Children's Home, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, in Harding Heights Subdivision of record in Book 4300, Page 95, said Register's Office as follows:

The westerly four feet of Lot No. 6 on the said Subdivision Plat as prepared by Hart, Freeland and Roberts. The said tract begins at the southeasterly corner of the tract of land conveyed to Harry O. Whitver, et ux, to Wood B. Smythe, Jr., and wife, Frances P. Smythe, of record in Book 2297, Page 423, said Register's Office, in the common boundary of Smythe and Monroe Harding Children's Home; thence with said common boundary northerly to its intersection with the southerly margin of the right of way of Granny White Court; thence with the southerly margin of the said right of way westerly four feet to the common boundary of Lots Nos. 5 and 6 of said Harding Heights Subdivision; thence southerly with said common boundary, S. 1 degree 22 minutes W. 186 feet to the common corner of said Lots Nos. 5 and 6; thence to the point of beginning.

It is the purpose and intent of, and all parties hereto, other than Monroe Harding Children's Home, do remise, release and quitclaim unto Monroe Harding Children's Home, its successors and assigns, any

right, title and interest they or any of them may have in Lot No. Six (6) of said Harding Heights Subdivision, or in any part thereof.

Being a part of the said land conveyed to Wood P. Smythe, et ux, by deed of Harry O. Whitver, et ux, of record in Book 2297, Page 423.

This is unimproved property.

Wood B. Smythe, Jr., and wife, Frances P. Smythe, Grantors, and John Robley Caldwell and wife, Frances Smythe Caldwell, as Grantees, in the deed of record in Book 2879, Page 43, said Register's Office agree that the name of the wife of John Robley Caldwell was by error written as Frances P. Smythe instead of Frances Smythe Caldwell and said deed is hereby corrected and reformed to provide that the Grantees therein are John Robley Caldwell and wife, Frances Smythe Caldwell; and John Robley Caldwell and wife, Frances Smythe Caldwell do hereby remise, release, surrender and quitclaim unto Wood B. Smythe, Jr., and wife, Frances P. Smythe, their heirs and assigns, all their rights, title and interest in a twelve-foot easement along the west margin of the Smythe property for driveway purposes and all right of ingress and egress over the Smythe real property which easement was reserved in said deed.

It is understood and agreed that Wood B. Smythe, Jr., and wife, Frances P. Smythe, acquired a right to a sewer tap, never used, for the southern portion of their

lot, a portion of which is dedicated for roadway purposes and another portion herein conveyed to John Robley Caldwell, et ux. Monroe Harding Children's Home agrees to pay any expense of making this sewer tap available for use of owners of Lot No. 2 which is herein conveyed, or of furnishing at its expense a new sewer tap for use of said Lot No. 2, if Wood B. Smythe, et ux, are unable to obtain the right to use the said previously acquired sewer tap for the benefit of said Lot No. 2.

Monroe Harding Children's Home agrees to comply fully with all requirements, rules and regulations of the Metropolitan Planning Commission. Should the Subdivision be rejected finally, at the option of any party hereto, this entire instrument and all conveyances and agreements herein contained may be rescinded in toto and upon such rescission, the parties agree to execute such instruments as will restore the parties to the statu quo as prior to the execution of this instrument. The option to rescind shall be exercised within one year following final rejection or the final termination of proceedings resulting in rejection, should such occur. Executed by the parties this 25th day of January, 1971.

Wood B. Smythe Jr
WOOD B. SMYTHE, JR.

Frances P. Smythe
FRANCES P. SMYTHE

John Robley Caldwell
JOHN ROBLEY CALDWELL

Frances Smythe Caldwell
FRANCES SMYTHE CALDWELL

ATTEST:

SECRETARY

MONROE HARDING CHILDREN'S HOME

BY Harold T. Lipsin

TITLE President

ACKNOWLEDGMENTS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Lola Richardson, a Notary Public in and for said County and State, WOOD B. SMYTHE, JR., FRANCES P. SMYTHE, JOHN ROBLEY CALDWELL and FRANCES SMYTHE CALDWELL, the within named 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 25th day of January, 1971.

Lola Richardson
NOTARY PUBLIC

My commission expires: July 24, 1972

STATE OF TENNESSEE
COUNTY OF DAVIDSON

JUN 16 CONV *1,100.00
JUN 16 S'TAX A* 2.86
JUN 16 PR'FEE Mabel Burkholter A* .50
JUN 16 W/DEED A* 16.50 * 19.86

Before me, _____, Notary Public of the State and County aforesaid, personally appeared Harold J. Timmin _____ and Mrs. Wiles Oglesby, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be president and secretary of the Monroe Harding Children's Home, the within named bargainor, a corporation, and that they as such president and secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as president and secretary.

Witness my hand and seal at office in Nashville, Tennessee, this 24th day of January, 1971.

Mabel Burkholter
NOTARY PUBLIC

My commission expires: May 6, 1972

B 19072

BOOK 4511 PAGE 552

IDENTIF. REFERENCE

JUN 16 10 02 AM '71

REGISTER
DAVIDSON COUNTY, TENN.

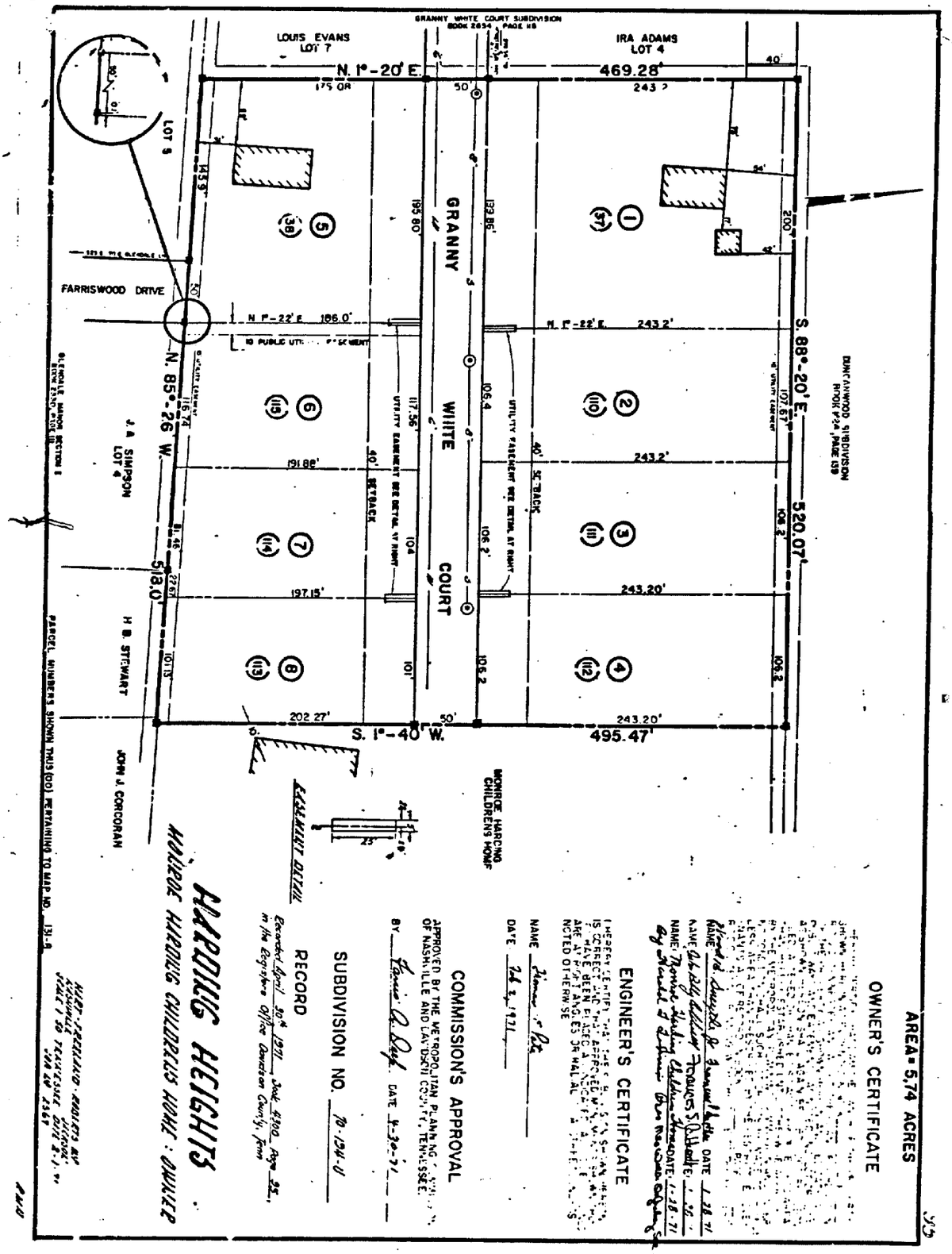


Exhibit A - Wood B Smythe Jr. et al
to
Monroe Harding Childrens Home et al.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

nereby swear or affirm that the actual consideration or true value for this
ansfer, whichever is greater, is $1100.00, Affiant J. Vaulx Crockett
Subscribed and sworn to before me this 16 day of June 1971

Deputy Register J. Head

File Vaulx Crockett