BOOK 4630 PAGE 950

WARRANTY DEED

THIS INSTRUMENT PREPARED BY
DEARBORN & EWING, ATTORNEYS
400 COMMERCE UNION BANK BUILDING
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
SMITHSON CONSTRUCTION CO., INC. (NAME)	SAME (NAME)	161-6
534 PARAGON MILLS ROAD (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	230-229
NASHVILLE, TENNESSEE 37211 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

For and in Consideration of the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 - *DOLLARS*

paid in cash to Andrew Ewing, Trustee, hereinafter referred to as Grantor, by Smithson Construction Co., Inc., a Tennessee corporation, hereinafter referred to as Grantee.

AUG23 72 CONV *8,500.00
AUG23 72 S'TAX A* 22.10
AUG23 72 PRFEE A* .50
AUG23 72 WDEED A* 6.00 * 28.60

B 72872
IDENTIF. REFERENCE
AUG 23 3 25 PM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Grantor has ~~xxxxx~~ *bargained and sold, and by these presents do transfer and convey unto the said* Grantee, its successors ~~xxxxx~~ *and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Lots Nos. 129 and 171, as shown on the Plan of Huntington Park, Section Two, as of record in Book 4175, page 108, Register's Office for said County.

Lot No. 129 fronts 90.00 feet along the southwesterly side of Whitaker Drive, and runs back between lines, 134.33 feet along its northwesterly line, and 132.68 feet along its southeasterly line, to a line in the rear on which it measures 90.01 feet.

Said Lot No. 171 fronts 72.00 feet along the northeasterly side of Whitaker Drive, and runs back between lines, 134.15 feet along its northwesterly line, and 145.95 feet along its southeasterly line, to a line in the rear on which it measures 105.10 feet.

Said Lots Nos. 129 and 171 are a part of the property which was conveyed to Andrew Ewing, Trustee, by deed of Hallmark Construction Company, of record in Book 3872, page 744, Register's Office for said County.

Said Lots Nos. 129 and 171 are conveyed expressly subject to the following:

1. Taxes for the year 1972, which have been prorated, and Grantee, by acceptance of this conveyance, expressly assumes the payment thereof.

SHIRLEY L. JOHNSON NOTARY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $8,500.00

William H. Smithson
Affiant

Subscribed and sworn to before me, this the 21st day of AUGUST 19 72

Shirley L. Johnson
Notary Public

My commission expires OCTOBER 24, 1973
(Affix Seal)

2. Restrictive covenants of record in Book 4393, page 383, Register's Office for said County.

3. Said plan of record in Book 4175, page 108, shows:

   (a) An owner's certificate.

   (b) A 30 ft. minimum building setback line along Whitaker Drive.

   (c) A 10 ft. drainage and public utility easement along the rear line of each lot.

   (d) With respect to Lot No. 171, a 2-1/2 x 25 ft. utility anchor easement along its northwesterly line running northeasterly from the northeasterly margin of Whitaker Drive.

BEING part of the same property conveyed to ANDREW EWING, TRUSTEE, by deed from HALLMARK CONSTRUCTION COMPANY, of record in BOOK 3872, PAGE 744, said Register's Office.

unimproved (X)
This is 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 Grantee, its successors ~~heirs~~ *and assigns, forever.*

And Grantor ~~do~~ *covenant with the said* Grantee *that* he is *lawfully seized and possessed of said land in fee simple;* ~~have~~ has *a good right to convey it, and the same is unencumbered.,* except as set forth above.

And Grantor does ~~further covenant and bind~~ himself, his successors and/ ~~heirs and representatives~~ assigns, *to warrant and forever defend the title to the said land to the said* Grantee, its successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoeven*, insofar as he, as Trustee, is authorized to do, but no further or otherwise.

Witness my *hand this* 11th *day of* August, 1972, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Andrew Ewing
Trustee

BOOK 4630 PAGE 952

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Edwie E Howe, a Notary Public in and for said County and State, the within named Andrew Ewing, Trustee

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11th day of August, 19 72.

Edwie E. Howe, Notary Public.

Commission Expires 10/28/74.

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 .....