Prepared by: James W. Dempster, Attorney, McMinnville, Tenn. 37110

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Address New Owner:	Send Tax Bills To:	Map-Parcel Numbers:
Gary D. Lyda 307 Leo Court Nashville, Tenn.	Gary D. Lyda 307 Leo Court Nashville, Tenn.	148-5 161 PW

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Six Thousand and NO/100 ($6,000.00) Dollars paid and to be paid as hereinafter set out, and the further consideration of the grantees herein assuming and agreeing to pay the remaining unpaid balance of a note dated September 29, 1967, payable to Dobson & Johnson, Inc., for the principal sum of $14,950.00, both principal and interest payable in monthly installments which began November 1, 1967, balance due October 1, 1997, and secured by a Deed of Trust of record in 4177, page 103, Register's Office of Davidson County, Tennessee, said debt having since been assigned to Excelsior Empire Savings Bank by an instrument of record in Book 4177, page 865, said Register's Office, we, J. PAUL NEWBY and wife, MARIE A. NEWBY have this day bargained and sold and by these presents do transfer and convey unto GARY D. LYDA and wife, EVELYN B. LYDA, the grantees herein, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Being Lot No. 51 on the Map of Haywood Acres, Section 1, as of record in Book 2900, page 17, Register's Office for said County. Said Lot No. 51 fronts 115.04 feet on the southerly side of Leo Court and runs back 185.4 feet on the westerly line and 178.4 feet on the easterly line, to a dead line measuring 33.6 feet thereon.
>
> Being the same property conveyed by Gary D. Lyda and wife, Evelyn B. Lyda to J. Paul Newby and wife, Marie A. Newby of record in Book 4634, Page 329, Register's Office of Davidson County, Tennessee.
>
> This is improved property, known as 307 Leo Court, Nashville, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said

grantees, their heirs and assigns, forever. And we do covenant with the said grantees 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 the 1973 city and county taxes, which taxes the parties agree to pro-rate as the date of this instrument and which taxes the grantees assume the responsibility of payment. And we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the within described land to the said grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

Of the consideration hereinabove set out, the sum of $2,000.00 has been paid to us in cash, the receipt of which is hereby acknowledged, and the balance is evidenced by four (4) purchase money notes, each in the amount of $1,000.00 due and payable on or before January 1, 1974, January 1, 1975, January 1, 1976, and January 1, 1977, with interest from date at the rate of 6% per annum on said notes.

A vendor's lien is expressly retained against the above described property to secure the payment of said four (4) purchase money notes.

The grantees herein agree to keep the improvements on said property fully insured with a loss payable clause in favor of the grantors as the interest of the grantors may appear.

Witness our hands this the 19 day of July, 1973.

J. Paul Newby

Marie A. Newby

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid county and state, the within named J. Paul Newby and wife, Marie A. Newby, the bargainors, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Davidson County, Tenness ee, this 19 day of July, 1973.

Elizabeth J. Seaver
Notary Public

My commission expires:

8-2-76

ELIZABETH J. SEAVER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is $19,209.06, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 23rd day of July, 1973.

J. Head
Notary Public Dep Register

My commission expires:

C16215

IDENTIF. REFERENCE

JUL 23 9 25 AM '73

FELIX J. WILSON JR REGISTER DAVIDSON COUNTY, TENN.

JUL23P	CONV	19,209.0			
JUL23P	S'TAX		A*	49.92	
JUL23P	PR'FEE		A*	.50	
JUL23P	MTGFEE		A*	6.00	56.42