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BOOK 1839 PAGE 680

D E E D

FOR AND IN CONSIDERATION of the sum of Two Thousand, Five Hundred & No/100 ($2,500.00) Dollars, cash in hand paid and a promissory note in the sum of Two Thousand, Five Hundred & No/100 ($2,500.00) Dollars, of even date herewith payable to D. W. Swindle thirty days from date with interest at 8% per annum, the receipt of cash and note being hereby acknowledged, and in further consideration of the assumption by Grantees of a first mortgage to Fidelity Federal Savings and Loan Association, the amount of which as of the date of this conveyance is $34,822.55, we, D. W. Swindle, Trustee, and D. W. Swindle and wife, Ottie L. Swindle, hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey to Jimmy O. Smith and William H. Dorris, hereinafter called the Grantees, their heirs and assigns, two tracts or parcels of land in Davidson County, State of Tennessee, described as follows, to-wit:

PARCEL NO. 1: Being Lots Nos. 28 and 29, of Block "G" on the Plan of East Lawn, as of record in Book 547, Pages 153 and 154, Register's Office for said County.

Said Lot No. 28 fronts 50 feet on the southeasterly side of Florence Avenue and extends back between parallel lines 120 feet to the northwesterly side of the Louisville and Nashville Railroad right-of-way.

Said Lot No. 29 fronts 50 feet on the southeasterly side of Florence Avenue and extends back between parallel lines 120 feet to the L. & N. Railroad right-of-way, on which it measures 50 feet.

Being the same property conveyed to D. W. Swindle, by deed from Robert L. Ballow and Frank S. King, Jr., of record in Book 4361, Page 434, Register's Office for Davidson County, Tennessee.

PARCEL NO. 2: Being Lots 30, 31 and 32 of Block "G" on the Plan of East Lawn, as of record in Book 547, Pages 153 and 154, Register's Office for said County.

Said Lots Nos. 30, 31 and 32 front together 150 feet on the southerly side of Florence Avenue and extend back between parallel lines, 120 feet to the L & N Railroad, measuring 150 feet thereon.

This Instrument prepared by Geo. H. Cate, Atty.
510 Stahlman Building, Nashville, Tn. 37201

Being part of the property conveyed to D. W. Swindle, Trustee, by deed from Donlon Construction Co., Inc., of record in Book 4351, Page 390, Register's Office for Davidson County, Tennessee.

This is improved property, known as 1400-02-04-06-08 Florence Street, Madison, Tn. 37115

TO HAVE AND TO HOLD the said tracts or parcels 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, unless otherwise herein 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 Grantees, their heirs and assigns against the lawful claims of all persons whomsoever.

WITNESS our hands this 28th day of February, 1974.

D.W. Swindle
Individually and as Trustee

Ottie L. Swindle

JUL31'74 CONV 39,822.55
JUL31'74 S'TAX A* 103.48
JUL31'74 PR'FEE A* .50
JUL31'74 W'DEED A* 4.00 * T07.98

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, [signature], a Notary Public in and for said County and State, the within named D. W. Swindle, Trustee, and D. W. Swindle and wife, Ottie L. Swindle, 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 28th day of February, 1974.

[signature]
Notary Public

My Comm. Expires: 2-2-77

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $39,822.55.

William L. Donlon
Affiant

Subscribed and sworn to before me, this 28th day of February, 1974.

[signature] N.P.

My Comm. Expires: 2-2-77