NEW OWNER: Mr. & Mrs. J. W. Smith	Send Tax Bills To: Same	Map-Parcel Numbers: 07DA 52530
2700 Hemingway Drive		
Nashville, TN 37215		

DEED

BOOK 5073 PAGE 172

WHEREAS, Joseph H. Holliday and wife, Cora Pittman Holliday, did purchase and acquire by Warranty Deed from Ronald N. Greenfield, et ux, of record in Book 4004, page 460, Register's Office of Davidson County, Tennessee, certain real property in Davidson County which is hereinafter more particularly described; and

WHEREAS, the said Cora Pittman Holliday died on or about 15 December 1971, survived by her husband, Joseph H. Holliday, who thereupon became the owner in fee simple of said property, subject to indebtedness secured by a Deed of Trust upon same, which will be hereinafter more fully described; and

WHEREAS, the said Joseph H. Holliday died testate on or about 15 May 1976, and his Last Will and Testament was duly admitted to probate and recorded in Will Book 117, page 206, office of the County Court Clerk of Davidson County, Tennessee, in which Will Joseph H. Holliday, Jr. is appointed as his Executor, and the said Joseph H. Holliday, Jr. has duly qualified and is serving as Executor, agreed to sell as Grantor, to J. W. Smith, et ux, Agnes M. Smith, as Grantees,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AFORESAID and the sum of Forty-Five Thousand, Three Hundred ($45,300.00) Dollars of which Thirty-Five Thousand, Five Hundred Ten and Sixty-Seven One Hundredths ($35,510.67) Dollars has this day been paid in cash, and other good and valuable consideration, including the assumption of the outstanding indebtedness upon the promissory note aforesaid, secured by a Deed of Trust of record in Book 3237, page 291, Register's Office of Davidson County, Tennessee, the balance upon which is now in the amount of Nine Thousand, Seven Hundred Eighty-Nine and Thirty-Three One Hundredths ($9,789.33) Dollars, receipt of all of same being hereby expressly acknowledged, Grantor, Joseph H. Holliday, Jr., as Executor under the Will of Joseph H. Holliday, deceased, has bargained and sold, and does by these presents transfer and convey to J. W. Smith and wife, Agnes M. Smith, Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, which is described as follows:

Land in Davidson County, Tennessee, being Lot No. 4 of Block I on the Plan of Tyne Meade, Section III, as of record in Book 1424, pages 12, 13 and 14, Register's Office for Davidson County, Tennessee.

Said Lot No. 4 fronts 200 feet on the northeasterly side of Hemingway Drive, and runs back between parallel lines 220 feet to a deadline.

Being the same property conveyed to Joseph H. Holliday and wife, Cora P. Holliday by deed from Ronald N. Greenfield and wife, Gail G. Greenfield of record in Book 4004, page 460, Register's Office of Davidson County, Tennessee, both of said grantees have since died.

This is improved property, known as 2700 Hemingway Drive, Nashville, Tennessee, 37215.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said J. W. Smith and wife, Agnes M. Smith, their heirs and assigns, forever. It is part of the consideration for this conveyance, and by receiving and recording this Deed, the Grantees, J. W. Smith and wife, Agnes M. Smith expressly acknowledge their assumption of the indebtedness described above and further agree to hold Grantor and his successors harmless against the claims of the holder of the said indebtedness, and its successors and assigns.

And Grantor, as Executor, does hereby transfer, assign and set over unto Grantees, all of the covenants and warranties contained in the Deed aforesaid to Joseph H. Holliday and wife, Cora P. Holliday, and does hereby warrant the title to said property as fully as he is authorized to do as Executor, but not further or otherwise.

It is agreed between the parties that Grantor will pay all taxes for years preceding 1976, and that taxes for the year 1976 will be prorated and assumed and paid by Grantees.

IN WITNESS WHEREOF, Grantor has hereunto set his hand as Executor this 24th day of September, 1976.

D 70205 T IDENTIF. REFERENCE SEP 29 1 53 PM '76 DAVIDSON COUNTY, TENN. REGISTER

SEP29?? CONV 45,300.00
SEP29?? STAX B* 117.78
SEP29?? PR'FEE B* .50
SEP29?? W'DEED B* 4.00 * 122.28

Joseph H. Holliday, Jr.
Executor under the Will of
Joseph H. Holliday, Deceased

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Jetta B. Davis, a Notary Public in and for said State and County, the within named Joseph H. Holliday, Jr., Executor under the Will of Joseph H. Holliday, deceased, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument, as Executor, for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 24th day of September, 1976.

Jetta B. Davis
Notary Public

JETTA B. DAVIS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires:
August 15, 1979

STATE OF TENNESSEE) The actual consideration or value whichever is greater, for
COUNTY OF DAVIDSON) this transfer is $45,300.00. Subscribed and sworn to before me, this 24th day of September, 1976.

Affiant

Jetta B. Davis
Notary Public

JETTA B. DAVIS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires: Aug. 15, 1979

THIS INSTRUMENT PREPARED BY
HOWELL AND FISHER, ATTORNEYS
401 COURT SQUARE BUILDING
NASHVILLE, TENNESSEE 37201

BY: Martin Howell
ATTORNEY