

## WARRANTY DEED.

**WARRANTY DEED**

This Indenture, Made this 16th day of June, A.D. 19 97, between

BILL J. BARNARD and wife, DELORIS BARNARD

of Claiborne County, in the State of Tennessee of the first part, and

GEORGE L. DAY and HAROLD G. HIGDON and wife, MARY S. HIGDON

of Claiborne County, Tennessee the second part,

Witnesseth: That the said parties of the first part, for and in consideration of the sum of

FORTY TWO THOUSAND FIVE HUNDRED (\$42,500.00) DOLLARS

to them in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged,

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater \$42,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale. *[Signature]* Affiant

Subscribed and sworn to before me this the 19th

day of June 1997 *[Signature]*

~~and to secure the payment of said note as specified herein is hereby retained on the property here conveyed,~~

have granted, bargained, sold, and conveyed, and do hereby grant, bargain, sell, and convey

unto the said parties of the second part, the following described premises, to wit, situate in District No. Five (5) of Claiborne County, Tennessee, and more particularly described as follows:

TRACT NO. ONE: Situated in District No. Five (5) of Claiborne County, Tennessee, a tract or parcel of land lying on the North or West bank of Powells River. BEGINNING on a stake corner between the L. C. Brooks land and A. Brooks land about 3 poles and 10 links from low water; thence down the river as it meanders 94 poles to an Elm, a conditional corner made by L. C. Brooks and Wm. A. Brooks; thence with a conditional line made by said parties S. 66 1/2 poles W. 57 1/2 poles to a stake at a fence; thence S. 74 W. about 94 poles to a stake about two feet above a Sycamore marked as a corner standing on the North bank of Powells River; thence down the river as it meanders to a large Beech, formerly B. Campbell corner standing on the bank of the river about 23 poles from low water mark; thence with A. Brooks line West 20 E. 92 poles to the point of BEGINNING, containing 50 - 3/4 acres, more or less.

TRACT NO. TWO: Situated in District No. Five (5) of Claiborne County, Tennessee, a parcel or tract of land lying in the bend of Powell River near the Forester Ford and adjoins the lands of M. W. Gibson and Tip Estridge. BEGINNING on a stone and Elm at the edge of Powells River; thence up said river 19 poles to a Box Elder, Willow and stone; thence a straight line southward 25 poles to a Cedar and stone in the Tip Estridge line; thence with the Tip Estridge line 34 poles to an Oak corner in Gibson line; thence eastwardly with Gibson's line to the BEGINNING. This tract contains by estimation four acres.

It is agreed and understood between the parties to this deed that there is no tobacco allotment conveyed with the above described property.

There is also conveyed by this Warranty Deed a RIGHT-OF-WAY 18 feet in width, which begins on the North side of Cedar Fork Road at the driveway of Elizabeth Gray Campbell and runs in a northwardly direction on the driveway where it is presently located to a cattle guard; thence running in a northwardly direction on the old road where it is presently located to Powell River.

For reference see Warranty Deed dated 1-17-86 from Elizabeth Gray Campbell to Bill J. Barnard, et ux recorded in Deed Book 172, Page 738, Register's Office,

Claiborne County, Tennessee. (CTL 46, PARCEL 19)

TRACT NO. THREE: Situated in District No. Five (5) of Claiborne County, Tennessee, and on the waters of Powell's River, adjoining the lands of Neil Hurst on the North; the lands of H. C. Brooks on the East; the lands of Alex Campbell on West, and more particularly described as follows:

BEGINNING on an Elm on the North bank of Powell's River corner of the lands herein conveyed and the lands now owned by Neil Hurst; thence a conditional line made by L. C. and W. M. Brooks; South 66 1/2 West 57 1/2 poles to a stake at a fence; thence South 7 West about 94 poles to a stake about two feet above a Sycamore standing on the North bank of Powell's River; thence up the river as it meanders about 184 poles to the BEGINNING, containing about fifty (50) acres.

It is understood and agreed between the parties to this deed that there is no tobacco allotment conveyed with the above described property.

For reference see Warranty Deed dated 1-17-86 from Chester Gibson, et ux to Bill J. Barnard, et ux recorded in Deed Book 172, Page 742, Register's Office, Claiborne County, Tennessee. (CTL 46, PARCEL 18)

Descriptions same as previous deeds.

The 1997 taxes will be prorated between said parties. Thereafter, George L. Day, et al will be responsible for the taxes. Address being: P.O. Box 28

*Harrogate, TN 37752*

George L. Day will own one-half (1/2) interest and Harold G. Higdon and wife, Mary S. Higdon will own one-half (1/2) interest in the herein described property.

Matters of title and boundaries are not certified by the draftsman of this instrument.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claim to homestead and dower therein; which \_\_\_\_\_, by deed of \_\_\_\_\_

\_\_\_\_\_ registered in Book No. \_\_\_\_\_, page \_\_\_\_\_ in the

Register's Office of Claiborne County, Tennessee.

To Have and to hold the said premises to the said parties of the second part, their heirs and assigns, forever And the said parties of the first part, for themselves and for their heirs, executors, and administrators, do hereby covenant with the said parties of the second part, their heirs, and assigns, that they are lawfully seized in fee-simple of the premises above conveyed, and have full power, authority, and right to convey the same; that said premises are free from all encumbrances

and that they will forever warrant and defend the said premises and the title thereto against the lawiul claims of all persons whomsoever.

In Witness Whereof the said parties of the first part have hereunto set their hands and seal the day and year first above written.

*Bill J. Barnard*  
BILL J. BARNARD .....(L. S.)  
*Deloris Barnard*  
DELORIS BARNARD .....(L. S.)

Signed, sealed, and delivered in presence of: .....(L. S.)  
.....(L. S.)  
.....(L. S.)

STATE OF TENNESSEE }  
Claiborne County. } ss

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainors, Bill J. Barnard and wife, Deloris Barnard

with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that t he y executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this..... day of... June....., A.D. 19.. 97..

My Commission Expires....., 19....., ....., Notary Public.

STATE OF }  
County. } ss

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor

with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this..... day of..... A.D. 19.....

My Commission Expires....., 19....., ....., Notary Public.

STATE OF }  
County. } ss

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor

with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this..... day of....., A.D. 19.....

My Commission Expires....., 19....., ....., Notary Public.

STATE OF }  
County. } ss

Before me, the undersigned authority, personally appeared.....

....., with whom I am personally acquainted, and who, upon oath acknowledged himself to be the..... of the....., the within

named bargainor, a corporation, and that he as such....., being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by himself as.....

Witness my hand and official seal, at office in....., this the..... day of....., 19.....

NOTARY PUBLIC

My commission expires:.....

WARRANTY DEED

BILL J. BARNARD, ET UX

TO  
GEORGE L. DAY, ET AL

STATE OF TENNESSEE

CLAIBORNE COUNTY

Register's Office

Received for record the 19<sup>th</sup> day of

June, A.D. 1997,

at 2:30 o'clock P.M. Noted in Note Book

17, page 19, and recorded in Book

of Deeds 242 Vol. 238, page 238

Fee paid, \$ 17.80 231

Witness my hand,

*Steve Reese* Register

State Tax \$ 157.25

Clerk's Fee \$ 5.25

Total \$ 179.50

Paid this 19<sup>th</sup> day of June

19 97

Receipt # 103526  
County Court Clerk.