## · WARRANTY DEED

THIS INDENTURE, made and entered into as of the 17th day of MCV 13 1975
November, 1975, by and between Blaine McMahan and Claude J. Shields,
Grantors and Shields Mountain Estates, a co-partnership consisting
of Lawrence Torri, Claude J. Shields and James M. Sanders, Grantee,
with power to convey title vested in any two said partners.

WITNESSETH: That for the consideration, Forty-five Thousand, (\$45,000.00) Dollars cash, receipt of which is hereby acknowledged and said Grantee's assumption of the certain indebtedness, (balance, \$105,000.00) evidenced by Grantors! mortgage note as mentioned and set forth in their trust deed of record in TD Vol. 146, page 506, Sevier County Registers Office, said Grantee promising to fully pay and discharge said indebtedness by seven annual payments of \$15,000.00 each on the 20th day of October, 1976, 1977, 1978, 1979, 1980, 1981 and 1982 with simple interest at the rate of six and one/half (6½) per cent per annum provided prepayments of \$1,000.00 without penalty may be made; and to secure the payment of which said indebtedness a vendor's lien hereby is expressly retained, Grantors do hereby convey SHIELDS MOUNTAIN ESTATES

that certain 180 acre land tract known as the Brown Mare Holler tract of the Burchfield Lands situate in the Thirteenth Civil District of hosevier County, Tennessee and

Being the same lands as described and shown on the certain plat of record in Map Book 17, page 31, Sevier County Registers Office, the same realty conveyed as Tract #3 by the deed of Norman Burchfield, Trustee, recorded in W. D. Vol. 225, Page 410, SCRO.

together with the heriditaments thereto appertaining.

TO HAVE AND TO HOLD the same unto said Grantee in fee simple forever.

GRANTORS DO COVENANT with Grantee that they are lawfully seised and possessed of said realty in fee simple; that they have a good right and authority to convey it that same is free and clear of all encumbrance except as hereinabove mentioned and that they will forever warrant and defend the title thereto against the claims of all persons whomsoever.

As further consideration moving Grantee's undertaking herein, Grantors hereby covenant and agree that the liens upon said lands shall be released in the manner and times following:

For this transfer, or value of the property or interest in property transferred, whichever is greater, is \$150,000, \$\frac{20}{20}\$ which amount sequal to or greater than the ensure which the property or interest in property transferred would common at a fair voluntary sale.

Blai Merraha\_

Superribed and awarn to before me this the 18 day of 2100. 19 75

Helen Ownly

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Person or agency responsible

Namo Shelde Min. Estated. Address Bigian Forge, Pland

for parment of taxes:

- a. Six tracts not to exceed six acres, total, situate adjacent to the public road and on either side of the roadway unto said lands shall be released upon same being properly designated and described after delivery hereof and receipt of said cash payment.
- b. Upon completion of the base roadway entering said lands to the top of the mountain, an additional ten acre tract, properly designated by Grantee and adjoining the six acres (b. above) shall be released.
- c. The balance acreage shall be released at the ratio of one acre per each \$1,000.00 as paid toward the remaining balance of said purchase price, including both annual instalments and such prepayments as and when Grantee might make, said releases to be made of record and by metes and bounds description according with a proper plat of survey provided by Grantee.

IN WITNESS WHEREOF said Grantors, Blaine McMahan and Claude J. Shields do hereunto affix their signatures this 17th day of November, 1975.

Blaine McMahan

Claude J. Shields

STATE OF TENNESSEE

SEVIER COUNTY

Personally appeared before me, Richard W. Lykens, a notary public in and for said county, Blaine McMahan and Claude J. Shields, the Bargainors with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein set forth. Witness by hand and official seal at office in Sevier County, Tennessee, 46.4 //-/7-75,

My Comm. Expires 1-12-76

STATE OF TENHESSEE, SEVIER COUNTY

The foregoing instrument and Certificate were noted in

Note Book 33 Page 380 At 2.30 clock A: M. 11-18 177 5,

Ten No. 2521; Recorded W. Book 254 Page 645

State Tax 310.00 Fee. 50 Recording 4.00, Ct. House Fund 1.00

Intal 395.50 Records 2285

Witness My Hand

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