1586

WARRANTY DEED Form 1666 Published by Tennessee Title Company

For and in consideration of the sum of $ - - - - - - $5.00 - - - - - - - - - - - - - - -

- - - - - - - - - - - - - - - Five and no/100 - - - - - - - - - - DOLLARS and other good and valuable consideration, cash in hand paid by Margaret Holman McKinstry, for her sole and separate estate, free from the debts of her present or any future husband, with power to mortgage or convey as though she were a femme sole, the receipt of which is hereby acknowledged. And in further consideration of the said Margaret Holman McKinstry assuming and agreeing to pay the balance due on a debt more fully described in a Deed of Trust executed by Emert B. Lovelace, Jr., and wife, Lola Lovelace, to E. W. Lee, Jr., Trustee, of record in Book 1421, Page 61, to secure Protective Life Insurance Company one note dated September 17, 1946, for $8,000.00 with interest at 4% per annum, both principal and interest payable in 180 monthly installments of $59.18 each, beginning November 1, 1946.

[redacted]

We, Emert B. Lovelace, Jr., and wife, Lola Lovelace - - have bargained and sold, and by these presents do transfer and convey unto the said - Margaret Holman McKinstry, for her sole and separate estate, free from the debts ~~of her present or any future husband, with power to mortgage or convey~~ as though she were a femme sole heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit: Being part of Lot No. 7 on the Plan of the William White Lands, as of record in Plan Book 1, page 115, Chancery Court at Nashville, described as follows:

Beginning on the easterly margin of Lischey Avenue, at a point 285 feet north of the southerly line of said Lot No. 7; thence with the easterly margin of said Avenue northwardly 100 feet; thence at right angles eastwardly 165 feet; thence parallel with said Avenue southwardly 100 feet; thence westwardly 165 feet to the beginning.

Being the same property conveyed to Emert B. Lovelace, Jr., and wife, Lola Lovelace by deed from Hattie L. Nimmoe, as of record in Book 1417, Page 251, Register's Office.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Margaret Holman McKinstry, for her sole and separate ~~estate, free from the debts of her present or any~~ future husband, with power to mortgage or convey as though she were a ~~femme sole.~~ heirs and assigns, forever.

~~And we~~ - do covenant with the said Margaret Holman McKinstry, for her sole and ~~separate estate, free from the debts of her~~ present or any future husband, with power to mortgage or convey as though she were a femme sole 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.

And we, Emert B. Lovelace, Jr., and wife, Lola Lovelace - - - - - - - do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Margaret Holman McKinstry, for her sole and ~~separate estate, free from the debts of her~~ present or any future husband, with power to mortgage or convey as though ~~she were a femme sole~~ heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 24 day of May 1948

[signature] Emert B. Lovelace

Chas. G. Matthes [signature] Lola Lovelace

STATE OF ~~Tennessee~~ Ohio
~~Davidson~~ Hamilton County

Personally appeared before me, [signature], a Notary Public in and for said County and State, the within named Emert B. Lovelace, Jr., and wife, Lola Lovelace

the bargainor, 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 Cincinnati, Ohio, this 24 day of May, 1948

WILLIAM S. VORIS
Commissioner [illegible] Hamilton County, Ohio
My Commission Expires Feb. 13, 1951

[signature]
Notary Public

395