K 1632

WARRANTY DEED Form 1002 Published by Tennessee Title Company

For and in consideration of the sum of $7500.00 -

- - - - - - - - - SEVEN THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - DOLLARS

of which the sum of SEVEN HUNDRED AND NO/100 ($700.00) DOLLARS, has been paid in cash by John R. Evans and wife, Lorraine Evans, the receipt of which is hereby acknowledged, and for the remainder of said consideration amounting to SIX THOUSAND EIGHT HUNDRED AND NO/100 ($6800.00) DOLLARS, the said John R. Evans and wife, Lorraine Evans, have expressly assumed and agreed to pay a first mortgage loan which is on the FHA plan, being in the amount of SIX THOUSAND EIGHT HUNDRED AND NO/100 ($6800.00) DOLLARS, and said grantees agree to pay the installment due August 1, 1948, and all subsequent installments, said debt being more fully described in and secured by Deed of Trust executed by Capitol Homes, Inc., to Marvin K. Barry, Trustee, dated July 1, 1948, of record in Book , page , Register's Office for Davidson County, Tennessee;

Capitol Homes, Inc., a Tennessee corporation, has

~~bargained~~ and sold, and by these presents do transfer and convey unto the said

John R. Evans and wife, Lorraine Evans,

their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

Being Lot No. 46 on the Plan of Highland View Subdivision, of record in Book 1424, page 39, Register's Office for said County.

Said Lot No. 46 fronts 70 feet on the westerly side of Milton Drive and runs back 222.5 feet on the northerly line and 204.6 feet on the southerly line, to a dead line in the rear, measuring 72.1 feet thereon.

Being part of the property conveyed to Capitol Homes, Inc., by deed from Central Realty Company, of record in Book 1562, page 453, said Register's Office.

This conveyance is made subject to restrictions in Book 1555, page 354, Register's Office for Davidson County, Tennessee.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said John R. Evans and wife, Lorraine Evans, their heirs and assigns, forever.

And Capitol Homes, Inc., ~~/ does~~ covenant with the said John R. Evans and wife, Lorraine Evans, that it is lawfully seized and possessed of said land in fee simple; ~~has~~ a good right to convey it, and the same is unencumbered, except as hereinabove set out and taxes for 1948 which have been prorated and assumed by the Grantees herein.

And Capitol Homes, Inc., does ~~further~~ covenant and bind itself, its/~~successors~~ and representatives, to warrant and forever defend the title to the said land to the said John R. Evans and wife, Lorraine Evans, their heirs and assigns against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, Capitol Homes, Inc., has caused this instrument to be executed by its duly authorized officers on this the first day of July, 1948.

ATTEST: CAPITOL HOMES, INC.

By: J. T. Dugger Secretary By: John Tuhy Jr. President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, , a Notary Public in and for said County and State, the within named , the bargainor, with whom I am personally acquainted executed the within instrument for the purposes therein c , Tennessee, this day of at , 194

Commission expires

IMPROVEMENT DISTRICT ASSESSMENT 1 DOLLAR 1

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Notary Public

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