WARRANTY DEED Form 1002 Published by Tennessee Title Company

For and in consideration of the sum of $9700.00 -

- - - - - - - - - - - NINE THOUSAND SEVEN HUNDRED AND NO/100 - - - - - - - - DOLLARS of which the sum of TWO THOUSAND AND NO/100 ($2000.00) DOLLARS, has been paid in cash by Charles G. Mason and wife, Edna C. Mason, the receipt of which is hereby acknowledged, and for the remainder of said consideration amounting to SEVEN THOUSAND SEVEN HUNDRED AND NO/100 ($7700.00) DOLLARS, the said Charles G. Mason and wife, Edna C. Mason, have expressly assumed and agreed to pay a first mortgage loan which is on the FHA plan, being in the amount of SEVEN THOUSAND SEVEN HUNDRED AND NO/100 ($7700.00) 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 ~~have~~ bargained and sold, and by these presents do~~es~~ transfer and convey unto the said

Charles G. Mason and wife, Edna C. Mason,

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. 53 on the Plan of Highland View Subdivision, of record in Book 1424, page 39, Register's Office for said County.

Said Lot No. 53 is described as beginning at a point in the south margin of Warrenton Place, the common corner of Lots Nos. 53 and 54; thence with the line between said lots southerly 150 feet to a point; thence westerly 73.6 feet to the easterly margin of a 50-feet unnamed street; thence with the margin of the same northerly 128.5 feet to the beginning of a curve; thence around said curve northeasterly 34.9 feet to the south margin of Warrenton Place; thence with the margin of the same easterly 76.2 feet to the beginning.

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 1558, 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 Charles G. Mason and wife, Edna C. Mason,

their heirs and assigns, forever.

And Capitol Homes, Inc., / does ~~we~~ covenant with the said Charles G. Mason and wife, Edna C. Mason,

that it is lawfully seized and possessed of said land in fee simple; has ~~have~~ 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

~~do~~ further covenant and bind itself, its/ successors ~~heirs~~ and representatives, to warrant and forever defend the title to the said land to the said Charles G. Mason and wife, Edna C. Mason,

their heirs and assigns against the lawful claims of all persons, whomsoever.

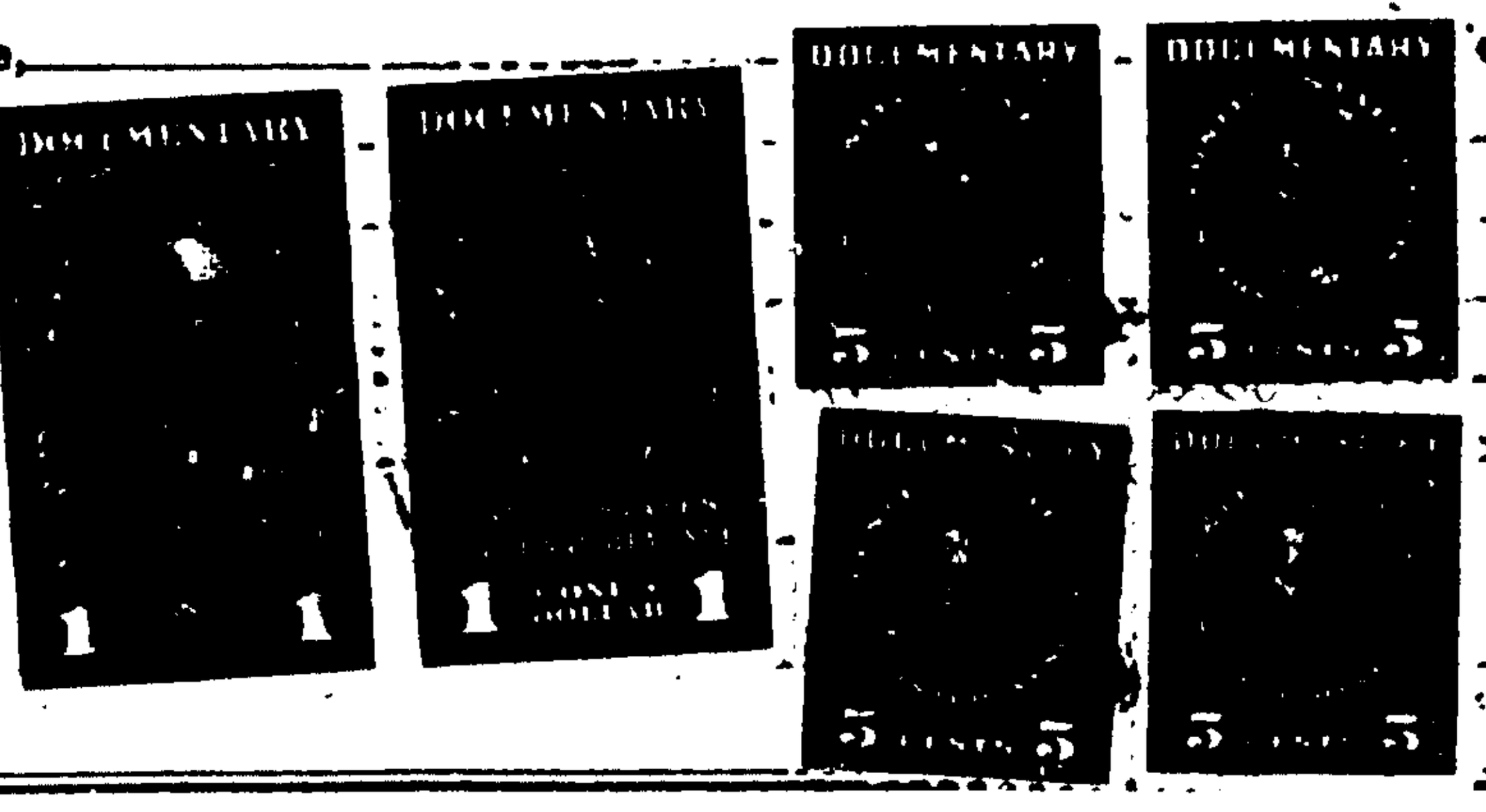
IN WITNESS WHEREOF, Capitol Homes, Inc., has caused this instrument to be executed by its duly authorized officers on this the first day of July, 1948.

ATTEST: CAPITOL HOMES, INC.

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

STATE OF TENNESSEE }
Davidson County }

Personally appeared before me, ______ Notary Public in and for said County and State, the within ______



the bargainor____, with whom I a[m] ...

executed the within instrument for ... [officia]l seal at ______

______, Tenn ... ______, 194____

Commission expires______