K 1645

WARRANTY DEED

For and in consideration of the sum of $1,750.00 - - - -

- - One Thousand Seven Hundred Fifty and No/100 - - - - - - DOLLARS

cash in hand paid by E. C. Scruggs, Jr. and wife, Annie M. Scruggs, the receipt of which is hereby acknowledged,

We, W. A. Mabery and wife, Helen P. Mabery, have bargained and sold, and by these presents do transfer and convey unto the said - - - E. C. Scruggs, Jr. and wife, Annie M. Scruggs, their - - heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

Being the northerly 100 feet of the southerly 150 feet of lot No. 101 on the map of Royal Oaks Land Company's Subdivision of the Baker Tract, as of record in book 421, pages 102 and 103, Register's Office for said County.
Said part of lot No. 101 fronts 100 feet on the easterly side of Lynwood Boulevard and runs back 397.5 feet, more or less, on the northerly line and 392.5 feet, more or less, on the southerly line, to a deed line, on which it measures 100 feet.
Being the same property conveyed to W. A. Mabery and wife, Helen P. Mabery, by deed from Sam W. Berger, Jr. and wife, of record in book 1312, page 182, said Register's Office.

This conveyance is made subject to restrictive covenants contained in deed from P. H. Walker and wife to Sam W. Berger, Jr., of record in book 1160, page 339, Register's Office for Davidson County, Tennessee, and
Restrictions, conditions, limitations and zoning regulations affecting the title to this premises, if any, established by the City of Belle Meade.

[redacted]

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said E. C. Scruggs, Jr. and wife, Annie M. Scruggs, their heirs and assigns, forever.

And we do covenant with the said E. C. Scruggs, Jr. and wife, Annie M. Scruggs, 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, except taxes for the year 1948 which the grantees assume and agree to pay, the same having been prorated as of September 15, 1948.

And we, W. A. Mabery and wife, Helen P. Mabery do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said E. C. Scruggs, Jr. and wife, Annie M. Scruggs, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 15th day of September, 19 48

W. A. Mabery
Helen P. Mabery

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Frankie Wilkes, a Notary Public in and for said County and State, the within named W. A. Mabery and Helen P. Mabery

the bargainors, 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 office, this 17th day of September, 19 48

My Commission expires July 6, 1950

Frankie Wilkes
Notary Public

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