K 1683

WARRANTY DEED — Form 104 — Published by Tennessee Title Company

For and in consideration of the sum of $ [illegible] DOLLARS

$1,207.29 cash in hand paid by Turner T. Osborne and wife, Verda James Osborne, the receipt of which is hereby acknowledged, and for the further consideration of the assumption by the said Turner T. Osborne and wife, Verda James Osborne, of an indebtedness in the amount of $8,291.71, which indebtedness originally amounted to $7,000.00 and is fully described in a Deed of Trust by Ernest P. Peek and wife, to Harwell Drew, Trustee, of record in Book 1419, page 231, Register's Office for Davidson County, Tennessee, and by instrument dated Nov. 15,1948,of record in Book 1483,page 292, the above debt was assigned to The Prudential Insurance Company of America, we, Ernest P. Peek and wife, Frances Mangrum Peek, have bargained and sold, and by these presents do transfer and convey unto the said Turner T. Osborne and wife, Verda James Osborne,

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

Land in Davidson County, Tennessee, being Lot No. 1 of Block "D" on the Map of Woodbine Courts, Part Two, not of record and described according to a copy of a plan by Blanchard & Parrish, Engineers, as follows:
Beginning at a point in the northerly margin of East Timmons Avenue, at the common corner of Lots 1 and 34; thence northerly with the line between said lots, 156.5 feet to the common corner of Lots 1, 29, 30 and 34; thence easterly, with the line between Lots 1 and 29, 75 feet to the common corner of said lots and of Lots 28 and 2;thence southerly with the line between Lots 1 and 2, 156.5 feet to the northerly margin of East Timmons Avenue; thence with the margin of said Avenue, westerly 75 feet to the beginning.
Being the same property conveyed to Ernest P. Peek and wife, Frances Mangrum Peek, by deed from William W. Noble and wife, of record in Book 1385, page 556, Register's Office for said County.

Subject to restrictive covenants and easement of record in Book 1163, page 441, Register's Office for Davidson County, Tennessee, and to the unrecorded plan of Woodbine Courts,Part Two, showing a set-back line of 35 feet from E.Timmons Avenue and a 10-foot easement along the rear of the lot for public utilities.
By instrument of record in Book 1560, page 494, said set-back line was amended to "the present location of the improvements on each of the lots, with the provision, however, that on any unimproved lots in the future if improvements are built thereon, the same shall be in line with the existing construction on the north side of East Timmons Avenue."

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Turner T. Osborne and wife, Verda James Osborne, their heirs and assigns, forever.

And we do covenant with the said Turner T. Osborne and wife, Verda James Osborne, 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 as described above and 1949 Taxes which have been prorated and assumed by the Grantees herein.
And we, Ernest P. Peek and wife, Frances Mangrum Peek, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Turner T. Osborne and wife, Verda James Osborne, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 21st day of February, 194 9

Ernest P. Peek

Frances Mangrum Peek

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named [illegible], 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 [illegible], Tennessee, this 21st day of February, 194 9

Commission expires [illegible]

Notary Public

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