K 1760

WARRANTY DEED Form 1002 Published by Tennessee Title Company

For and in consideration of the sum of $ (5.00)

FIVE AND NO/100---------- DOLLARS

Cash in hand paid and other good and valuable considerations, accepted as cash, the receipt of which is hereby acknowledged; and purchaser agrees to assume a first mortgage loan in the amount of ($10154.16), Ten Thousand One Hundred fifty four and 16/100-- Dollars, being the balance of an original loan in the amount of Eleven Thousand and No/100 Dollars, secured by deed of trust to J. M. Medlin, Trustee, of record in book 1590, page 247, Register's Office for Davidson County, Tennessee: and purchaser agrees to assume and pay a second mortgage loan in the amount of ($1037.26), One Thousand thirty seven and 26/100 Dollars, being the balance of an original loan of Two Thousand and No/100 Dollars secured by deed of trust to J. M. Medlin, Trustee, of record in book 1590, page 287, Register's Office for Davidson County, Tennessee; we,

S. EWING CARNEY and wife, MARY BROWN CARNEY

have bargained and sold, and by these presents do transfer and convey unto the said BESSIE A. ROBERTS, a widow,

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

Being Lot No. 28 of Block "D" on the plan of Cherokee Park, Section 1, a subdivision of lots near Nashville, as of record in book 547, pages 169 and 170, Register's Office for said County.
Said Lot No. 28 fronts 78.38 feet on a curved line on the southerly side of Lauderdale Road and runs back 137.11 feet on the easterly line and 166.06 feet on the westerly line, with the easterly margin of Mockingbird Road, to a dead line, measuring 86.35 feet thereon.
Being the same property conveyed to S. Ewing Carney and wife, Mary Brown Carney, by deed from W. V. Meador and wife, of record in book 1578, page 595, said 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 Bessie A. Roberts

her heirs and assigns, forever.

And we do covenant with the said Bessie A. Roberts

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 for First and Second mortgage setforth and described above.

And we, S. Ewing Carney and wife, Mary Brown Carney,

do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Bessie A. Roberts

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

Witness our hands this 11 day of October, 19 49

S. Ewing Carney

Mary Brown Carney

STATE OF TENNESSEE
Davidson County

Personally appeared before me, S. E. Carney, a Notary Public in and for said County and State, the within named S. Ewing Carney and wife, Mary Brown Carney

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 Nashville, Tennessee, this 11 day of October, 19 49

Commission expires April 28, 1950

S. E. Carney
Notary Public

CARNEY NOTARY PUBLIC DAVIDSON COUNTY

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