BK 1878

WARRANTY DEED Form 1002 Published by Tennessee Title Company

For and in consideration of the sum of $6350.00 (Six Thousand Three Hundred Fifty and no/100) - - - - - - - - - - - - - - - - - - - - - - - - - - - - - DOLLARS, One Thousand Seventy-Nine and 90/100 ($1079.90) Dollars cash in hand paid the receipt of which is hereby acknowledged, and the assumption by the grantees hereunder of the payment of the balance owing on one note dated July 15, 1949, in the original principal sum of Fifty-Four Hundred ($5400.00) Dollars, with interest at 4½% per annum, payable both principal and interest, Thirty and 02/100 ($30.02) Dollars monthly, beginning August 1, 1949, with final payment on July 1, 1972, said note being secured by a deed of trust executed by Athens Homes, Inc. to Herschel Greer, Trustee, securing the Guaranty Mortgage Company of Nashville, the original holder of said note, which trust deed is of record in Book 1737, page 545, Register's Office for Davidson County, Tennessee, we

Ernest Miller and wife, Erline Ray Miller,

have bargained and sold, and by these presents do transfer and convey unto ~~xxxx~~ James B. Fowlkes and wife, Delphia S. Fowlkes, 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. 160, on the Map of Miro Meadows Subdivision, of record in Book 1424, Pages 94 and 95, of the Register's Office for said County. Said Lot No. 160 fronts 90 feet on the westerly side of Kipling Drive and runs back between lines, 138.9 feet on the north line and 143 feet on the south line to a dead line in the rear on which it measures 73 feet.
Being the same property conveyed to the grantors hereunder by Athens Homes, Inc., by deed recorded in Book 1730, page 293, Register's Office for Davidson County, Tennessee.

This property is sold subject to the restrictive covenants and easements in Book 1710, page 183, 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 James B. Fowlkes and wife, Delphia S. Fowlkes, their heirs and assigns, forever.

And we do covenant with the said James B. Fowlkes and wife, Delphia S. Fowlkes, 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 noted above.
And we, Ernest Miller and wife, Erline Ray Miller, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said James B. Fowlkes and wife, Delphia S. Fowlkes, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 25 day of August, 1950.

Ernest Miller

Erline Ray Miller

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mary L. Brackman, a Notary Public in and for said County and State, the within named Ernest Miller and wife, Erline Ray Miller, 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 Nashville, Tennessee, this 25 day of August, 1950.

Commission expires Jan. 6, 1953.

Mary L. Brackman
Notary Public

BG 627