K 2088

APPROVED
C. H. BRILEY, JR.
ATTORNEY

WARRANTY DEED Form 1001 **Published by Tennessee Title Company**

For and in consideration of the sum of $ 5,500.00 -

FIVE THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - - - - - - - - DOLLARS

cash in hand paid by the grantees herein, receipt of which is hereby acknowledged,

SHELBY VILLAGE, INC., a Tennessee corporation,
hereinafter called the grantor,

has ~~have~~ bargained and sold, and by these presents ~~do~~ does transfer and convey unto the said BEN H. CARTER and wife, KATHERINE HONEYCUTT CARTER, hereinafter called the grantees, 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. 70 on the Plan of Shelby Village No. Three, as of record in Book 2083, page 6, Register's Office for said County, and described as follows:

BEGINNING at a point in the southerly margin of Electric Avenue, at the corner of Lots 69 and 70; thence with the line between said lots, southerly 81.5 feet to a point; thence North 52° 04' East 166.5 feet to a point in the southerly margin of Electric Avenue, at its intersection with the westerly margin of Irene Street; thence with the margin of said Electric Avenue, as follows: westerly 59.7 feet to a concrete monument, southwesterly 84.2 feet to another concrete monument, and continuing southwesterly 33.9 feet to the point of beginning.

Being part of the property conveyed to Shelby Village, Inc., by deed from E. C. Jones and wife, of record in Book 1908, page 585, said Register's Office.

The above described property is conveyed subject to restrictive covenants of record in Book 2015, page 639, said Register's Office, which were made applicable to the premises by instrument of record in Book 2086, page 339, said Register's Office.

COMMERCE UNION BANK, a corporation, joins in this instrument for the following purpose and none other, that is to say that said Bank is the lawful owner and holder of the entire debt secured by the deed of trust of record in Book 2078, page 509, said Register's Office, and does hereby declare the satisfaction and discharge of said debt and deed of trust as to the lot herein conveyed but no further or otherwise.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Ben H. Carter and wife, Katherine Honeycutt Carter, their heirs and assigns, forever.

And grantor does ~~doth~~ ~~covenant~~ ~~and~~ ~~agree~~ with the said grantees herein that it is lawfully seized and possessed of said land in fee simple; have a good right to convey it. and the same is unencumbered, except for taxes for 1952.

And grantor does ~~further~~ further covenant and bind itself, its successors ~~heirs~~ and representatives, to warrant and forever defend the title to the said land to the said grantees herein, their heirs and assigns against the lawful claims of all persons, whomsoever.

~~WITNESS~~ This 22 day of July, 1952.

COMMERCE UNION BANK
By [signature]
Vice President
Attest: [signature]
Cashier

SHELBY VILLAGE, INC.
By [signature]
W. C. Whelen, President
Attest: Louise Croslyn
Louise Croslyn, Secretary

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained. Witness my hand and official seal at _____, Tennessee, this _____ day of _____, 19____

Commission expires _____

_____
Notary Public

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