2136

For and in consideration of the sum of($12,448.00) Twelve Thousand, Four Hundred, Forty-Eight And No/100 ---------- DOLLARS, of which $1800.00 has been paid in cash, the receipt of which is hereby acknowledged, and the balance, namely $10,648.86, the purchasers, James Kenneth Copeland and wife, Helen S. Copeland, hereby assume and agree to pay the unpaid balance of the Mortgage executed by James C. Gaither and wife, to Ferriss C. Bailey, Trustee, of record in Book 2082, Page 155, Register's Office for Davidson County, Tennessee, we,

JAMES C. GAITHER AND WIFE, DOROTHY GAITHER,

have bargained and sold, and by these presents do transfer and convey unto the said JAMES KENNETH COPELAND AND WIFE, HELEN S. COPELAND,

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. 10 on the Plan of Bradford Heights, as of record in Book 1835, page 84, Register's Office for said County.

Said Lot No. 10 fronts 80 feet on the southerly side of Joyce Lane and runs back 166.8 feet on the easterly line and 180.5 feet on the westerly line to a dead line, measuring 95 feet thereon.

Being the same property conveyed to James C. Gaither and wife, Dorothy Gaither, by deed from A. J. Coleman and wife, of record in Book 2046, page 576, said Register's Office.

This conveyance is made subject to certain restrictions of record in Book 1882, page 523, and in Book 1882, page 513, RODC., Tennessee, and the easement for public utilities and the set back line mentioned in the plan of record in Book 1835, Page 84, and the instrument of record in Book 2046, page 387, 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 James Kenneth Copeland and wife, Helen S. Copeland, their heirs and assigns, forever.

And we do covenant with the said James Kenneth Copeland and wife, Helen S. Copeland, 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 herein-above mentioned, and taxes for 1953, which grantee hereby assumes and agrees to pay.

And we, James C. Gaither and wife, Dorothy Gaither, 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 Kenneth Copeland and wife, Helen S. Copeland, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 26th day of February, 1953.

James C. Gaither

Dorothy Gaither

STATE OF TENNESSEE
Davidson County

Personally appeared before me, O. G. Jones, a Notary Public in and for said County and State, the within named James C. Gaither and wife, Dorothy Gaither, 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 [illegible], Tennessee, this 26th day of February, 1953.

O. G. Jones, Notary Public

Commission expires July 6, 1955

WARRANTY DEED

FROM JAMES C. GAITHER AND WIFE, DOROTHY GAITHER,

TO JAMES KENNETH COPELAND AND WIFE, HELEN S. COPELAND.

GUARANTY MORTGAGE CO. OF NASHVILLE

91693

STATE OF TENNESSEE
DAVIDSON COUNTY
Received for Record
FEB 27 1953
at 12:1 P.M.
Recorded in Book 1716
Page 200
[illegible]

TENNESSEE TITLE COMPANY
NASHVILLE, TENNESSEE
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

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