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WARRANTY DEED | Form 1002 | Published by Tennessee Title Company

For and in consideration of the sum of $ 10.00 DOLLARS

TEN AND NO/100

Cash paid by Ernest M. Fleming and Wife, Belle M. Fleming, the receipt of which is hereby acknowledged, and other good and valuable considerations including the assumption by the said Ernest M. Fleming and Wife, Belle M. Fleming of $6,180.31 being the unpaid balance of mortgage executed by George E. Thomas & Wife to H.H. Mayberry, Jr.Tr.of record in Book 1670, Page 525,Register's Office for Davidson County, Tenn, to secure Phoenix Mutual Life Ins.Co, one note dated Dec. 27, 1948 for $7200.00 with interest at 4½ per annum, both principal and interest payable $45.58 monthly beginning Feb. 1, 1949 balance Jan. 1, 1969. (This deed of trust also includes personal property.) And the assumption by the said Ernest M. Fleming and Wife, Belle M. Fleming of $1,111.44 beingthe unpaid balance of mortgage executed by George Edwin Thomas & Wife, to H. H. Mayberry, Jr Trustee of record in Book 1670, Page 529,Register's Office for Davidson County, Tenn. to secure Phoenix Mutual Life Insurance Company, one note dated Dec. 27, 1948 for $1375.00 and future advances, with interest at 4% per annum, both principal and interest payable $8.35 monthly beginning Feb. 1, 1949, balance Jan. 1, 1969. (This deed of trust also includes personal property.)

We, George E. Thomas and Wife, Virginia H. Thomas

have bargained and sold, and by these presents do transfer and convey unto the said Ernest M. Fleming and Wife, Belle M. Fleming

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. 96 on the Map of Rolling Acres, of record in Book 1130, Page 34, Register's Office for said County.

Said Lot No. 96 fronts 75 feet on the northeasterly side of Shady Lane and runs back between lines, 196 feet on the northwesterly line and 244.8 feet on the southeasterly line to a dead line in the rear on which it measures 90 feet.

Being the same property conveyed to George E. Thomas and Wife, Virginia H. Thomas by deed from John O. Power, Jr. and Wife, Elzada McCollul Power, of record in Book 1677, Page 629, Register's Office for Davidson County, Tennessee.

Conveyance subject to all easements, restrictive covenants and set-back lines as are applicable to the property above described.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Ernest M. Fleming and Wife, Belle M. Fleming their heirs and assigns, forever.

And We do covenant with the said Ernest M. Fleming and Wife, Belle M. Fleming 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 recited and 1953 Taxes which have been pro-rated and Purchaser will pay when due.

And We, George E. Thomas and Wife, Virginia H. Thomas do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Ernest M. Fleming and Wife, Belle M. Fleming their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 31st day of March, 1953.

George E. Thomas

Virginia H. Thomas

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Thelma Neal, a Notary Public in and for said County and State, the within named George E. Thomas and Wife, Virginia H. Thomas

the bargainor s, 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 31st. day of March, 1953.

Commission expires Jan. 29, 1955

Thelma Neal
Notary Public

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