2144

WARRANTY DEED Form 1002 **Published by Tennessee Title Company**

For and in consideration of the sum of $ 11,251.25

ELEVEN THOUSAND TWO HUNDRED FIFTY ONE AND 25/100 **DOLLARS**

of which the sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 ($1800.00) DOLLARS, has been paid in cash by Cordell E. Smith and wife, Virginia W. Smith, the receipt of which is hereby acknowledged, and for the remainder of said consideration amounting to NINE THOUSAND FOUR HUNDRED FIFTY ONE AND 25/100 ($9451.25) DOLLARS, the said Cordell E. Smith and wife, Virginia W. Smith, have expressly assumed and agreed to pay the unpaid balance of a first mortgage loan which is on the GI plan, originally in the amount of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS, and said grantees agree to pay the installment due May 1, 1953, and all subsequent installments, said debt being more fully described in and secured by Deed of Trust executed by Wendell F. DeLaMare and wife, Arline P. DeLaMare, to Marvin K. Barry, Trustee, dated September 1, 1951, of record in Book 2055, page 259, Register's Office for Davidson County, Tennessee;

we, Wendell F. DeLaMare and wife, Arline P. DeLaMare,

have bargained and sold, and by these presents do transfer and convey unto the said Cordell E. Smith and wife, Virginia W. Smith,

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

[illegible] Lot No. 44 [illegible], as of record in [illegible], Register's Office for said County.
Said Lot No. 44 fronts [illegible] feet on the [illegible] side of [illegible] Avenue [illegible] between lines, [illegible] feet on the northerly [illegible] and [illegible] feet on the southerly line, to a dead line in the rear on which it measures [illegible] feet.
Being the same property conveyed to Wendell F. DeLaMare and wife, Arline P. DeLaMare, by deed from Oakhill Homes, Inc., of record in Book [illegible], page [illegible], said Register's Office.
This conveyance is made subject to restrictions of record [illegible] restrictions and easement of record in Book [illegible] [illegible] back line from Lennon Avenue, and a [illegible] easement [illegible] rear of the lot, and [illegible] of record in [illegible], 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 Cordell E. Smith and wife, Virginia W. Smith, their heirs and assigns, forever.

And we do covenant with the said Cordell E. Smith and wife, Virginia W. Smith, 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 hereinabove set out and taxes for 1953 which are assumed by the grantees herein.

And we, Wendell F. DeLaMare and wife, Arline P. DeLaMare, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Cordell E. Smith and wife, Virginia W. Smith, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 28th day of April 19[illegible].

Wendell F. DeLaMare

Arline P. DeLaMare

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named [illegible] DeLaMare [illegible]

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 [illegible] day of [illegible], 19[illegible].

H. Paul [illegible]
Notary Public

Commission expires [illegible]

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