2202

WARRANTY DEED   Form 1002   Published by Tennessee Title Company

For and in consideration of the sum of $10.00,

TEN-AND-NO/100 - DOLLARS

Cash in hand paid by Stella H. Dixson, receipt of which is hereby acknowledged, and other good and valuable considerations, including the assumption and agreement to pay by the grantee herein of the remaining unpaid balance of two notes executed by Donald C. Heer and wife, Sara Beth Heer dated July 22, 1949. One note to Chas. F. Lovell, Trustee, of record in Book 1739, page 215, Register's Office, Davidson County, Tennessee, to secure Commerce Union Bank for $6,600.00, with interest at 4½% per annum, both principal and interest payable $36.70, also one note dated July 22, 1949 executed by Donald C. Heer and wife, to Chas F. Lovell, Trustee, of record in Book 1739, page 221, Register's Office for Davidson County, Tennessee, to secure Commerce Union Bank for $1600.00 with interest at the rate of 4% per annum, both principal and interest payable $9.70 monthly. The unpaid balance on the two described notes is $7227.80 as of date of this deed.

We, Donald C. Heer and wife, Sara Beth Heer,

have bargained and sold, and by these presents do transfer and convey unto the said Stella H. Dixson,

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

Being Lot No. 85 on the Map of Dalewood, Section 1, as of record in Book 1424, page 108, Register's Office for said County.

Said Lot No. 85 fronts 95 feet on the east side of Stratford Avenue and runs back between lines, 177.7 feet on the north line and 167.8 feet on the south line to a dead line in the rear which is a broken line and on which it measures 96.6 feet. Being the same property conveyed to Donald C. Heer and wife, Sara Beth Heer by deed from the Cumberland Construction Company, Inc. of Nashville, Tennessee, as of record in Book 1730, page 563, said Register's Office.

The above property is conveyed subject to restrictions of record in Book 1729, page 154, 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 Stella H. Dixson, her heirs and assigns, forever.

And we do covenant with the said Stella H. Dixson, 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 set out.

And we, Donald C. Heer and wife, Sara Beth Heer, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Stella H. Dixson, her heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 30th day of September, 1953.

[signatures]

STATE OF TENNESSEE }
Davidson County }

Personally appeared before me, Billy H. Howell, a Notary Public in and for said County and State, the within named Donald C. Heer and wife, Sara Beth Heer,

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 Madison, Tennessee, this 30th day of September, 1953.

Commission expires Oct. 10, 1956   [signature] Notary Public

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