K 2292

WARRANTY DEED — Published by Tennessee Title Company

For and in consideration of the sum of $ [illegible]

- - - - - TEN AND NO/100 - - - - DOLLARS

Cash in hand paid by the grantees herein, and other good and valuable considerations, receipt of which is hereby acknowledged, we, Joseph W. Ezell and wife, Jessie Mai Ezell, - - - -

have bargained and sold, and by these presents do transfer and convey unto the said MARSHALL H. PENTECOST and wife, [illegible] BELL P. PENTECOST, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit: being a 4.4 acre tract and a 2.5 acre tract, more or less, a 9-foot strip and a 20-foot strip, respectively immediately east and west of same, and described together according to a survey by L. W. Yokley, Surveyor, February 19, 1947, as follows:

Beginning at a stone marker on the northwest margin of Charlotte Pike, the southeast corner of the Cox land; thence with Cox's easterly line, north 27° 50' west 500 feet more or less to a 3-inch ironwood, and continuing with the same direction 1023 feet, more or less, in all 1523 feet more or less, to a fence corner; thence south 33° 50' east 61 feet, more or less to the northeast corner of said 4.4 acre tract; thence south 42° 30' east 1000 feet to a stake, the northwest corner of the property conveyed to Chas. W. Omohundro and wife, by deed from Joseph W. Ezell and wife, of record in Book 1442, page 141, Register's Office for said County; thence with the westerly line of said Omohundro property, south 32° 30' east 476.2 feet to the northwesterly margin of Charlotte Pike; thence with the said Pike, south 58° 30' west 300 feet to the beginning.

Being part of the property conveyed to Joseph W. Ezell and wife, Jessie Mai Ezell, by two deeds, one from Herman B. Swift, Jr. and wife, of record in Book [illegible], page [illegible], and the other from Hadie [illegible], of record in Book [illegible], page 21[illegible], said Register's Office. Grantors herein also hereby assign and transfer to the grantees herein, their heirs and assigns, the privilege of using the spring on the [illegible] well property, as the source of their water supply, which right was conveyed to the grantors herein by the above deed in Book 1[illegible], page 1[illegible], said Register's Office, and by the deed from [illegible] to Herman B. Swift, Jr. and wife, of record in Book 1[illegible], page 5[illegible], said Register's Office, subject to the restrictions and limitations set forth in said deed of record in Book 1015, page 614, 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 Marshall H. Pentecost and wife, [illegible] Bell P. Pentecost, their heirs and assigns, forever.

And we do covenant with the said grantees herein, 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 the 1947 taxes, which the grantees herein assume and agree to pay.

And we, the grantors herein do further covenant and bind ourselves, our 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 our hand s this 29th day of July, 1947.

Joseph W. Ezell

Jessie Mai Ezell

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Joseph W. Ezell and wife, Jessie Mai Ezell, 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 Nashville, Tennessee, this 1st day of August, 1947.

Commission expires [illegible]

Notary Public

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