K 2341

For and in consideration of the sum of $ 10,500.00 - - - - - - - -

Ten Thousand Five Hundred and No/100 - - - - - - - - - - - - - - DOLLARS

of which the sum of $4,113.70 has been paid in cash by Foster L. Corn, Sr. and wife, Dixie B. Corn, the receipt of which is hereby acknowledged, and for the balance of $6,386.30 the purchasers assume and agree to pay the unpaid balance of $6,386.30 of a note of an original amount of $7,700.00 secured by deed of trust executed by Capitol Homes, Inc. to Marvin K. Barry, Trustee, of record in Book 1625, page 93, RODC, Tenn.

We, William T. Pendleton and wife, Arlene C. Pendleton have bargained and sold, and by these presents do transfer and convey unto the said - - Foster L. Corn, Sr. and wife, Dixie B. Corn, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

Being Lot No. 52 on the Plan of Highland View Subdivision, of record in Book 1424, page 39, Register's Office for said County, and described as follows:
Beginning at a point in the southerly margin of Milton Drive at the corner of Lots Nos. 51 and 52; thence with the line between said lots southerly 164.6 feet; thence easterly 135.3 feet to the westerly margin of a 50 foot unnamed street; thence with the margin of the same northerly 135.5 feet to the beginning of a curve; thence around said curve northwesterly 27.9 feet to the south margin of Milton Drive; thence with the margin of the same westerly 53.61 feet to the beginning.
Being the same property conveyed to William T. Pendleton and wife, Arlene G. Pendleton by deed from Capitol Homes, Inc., as of record in Book 1633, page 461, said Register's Office.

This conveyance is made subject to the following:
Restrictive covenants and easement of record in Book 1558, page 354, said restrictions were filed for record prior to Feb. 15, 1950.

The Plan of record in Book 1424, page 39, shows an Owner's Certificate, a 10 foot easement along the rear of the lot for utilities, a 30 foot set-back line from Milton Drive, and a 15 foot set-back line from an unnamed 50 foot street.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said - - Foster L. Corn, Sr. and wife, Dixie B. Corn, their heirs and assigns, forever.

And we do covenant with the said Foster L. Corn, Sr. and wife, Dixie B. Corn 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 1955 taxes which the grantees assume & agree to pay, same having been prorated and above indebtedness.

And We, William T. Pendleton and wife, Arlene C. Pendleton do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Foster L. Corn, Sr. and wife, Dixie B. Corn, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 29 day of January 19 55.

William T. Pendleton Sr.
Arlene C. Pendleton

STATE OF KENTUCKY
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named William T. Pendleton and Arlene C. Pendleton, his wife, 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 Owensboro, Daviess County, Kentucky, this 31st day of January, 19 55.

My Commission expires Dec 15, 1956

Notary Public

29

45933

WARRANTY DEED

FROM

WILLIAM T. PENDLETON ET UX

TO

FOSTER L. CORN, SR. ET UX

STATE OF TENNESSEE
DAVIDSON COUNTY
RECEIVED FOR RECORD
FEB 2 1955
307 PM 85
REGISTER

TENNESSEE
LAW

G 314