K 2346

For and in consideration of the sum of $ 10.00 (ten dollars) cash in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable considerations, that is to say, the grantees agree that in the event they should be compelled to sell the said property as described hereinafter before building improvements thereon that they shall offer to the grantors herein the property for repurchase for the same sum which the grantees have paid. In the event the granters do not wish to repurchase the property the grantees further agree that the grantors shall have 90 days from the date of receiving notice from the grantees, in which to obtain a purchaser for the said property, said property to be sold for not less than the same sum as paid from the grantees to the grantors, therefore, we, Lester W. Stewart et ux, Cloa C. Stewart

have bargained and sold, and by these presents do transfer and convey unto the said Roy Glenn Stephens et ux, Catherine Stephens their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:



Being lots number 5 and 6 in block "C" on a map of record in map book 974 page 11, R.O.D.C., Tenn. Said lots front 126.1 feet on the East side of Park Circle and run back between parallel lines 215.8 feet on the north side and 168 feet on the south side to a dead line and being 116.7 feet thereon.
Being the same property as conveyed from Horace C. Brindley and wife, Alline R. Brindley by Warranty Deed to Lester W. Stewart et ux, Cloa C. Stewart as of record in Book 1371, page 543, R.O.D.C., Tennessee.
This conveyance is made subject to and including all restrictions of record and to the restriction that the grantees herein or any subsequent purchaser shall construct one (1) dwelling house of brick or stone with not less than 1,000 square feet of floor space, thereon.
The taxes for 1955 are assumed by the grantees herein.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Roy Glenn Stephens et ux, Catherine Stephens their heirs and assigns, forever.

And we do covenant with the said Roy Glenn Stephens et ux, Catherine Stephens 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.

And we, Lester W. Stewart et ux, Cloa C. Stewart do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Roy Glenn Stephens et ux, Catherine Stephens their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 3rd day of March, 19 55.

Lester W. Stewart

Cloa C. Stewart

STATE OF TENNESSEE
Davidson County

Personally appeared before me James D. Ford, a Notary Public in and for said County and State, the within named Lester W. Stewart et ux Cloa C. Stewart 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 Old Hickory, Tennessee, this 3rd day of March, 19 55

Commission expires 5/14/58

James D. Ford
Notary Public

WARRANTY DEED

FROM
Lester W. Stewart et ux,
Cloa C. Stewart

TO
Roy Glenn Stephens et ux,
Catherine Stephens

STATE OF TENNESSEE
DAVIDSON COUNTY
REGISTER'S OFFICE
RECEIVED FOR RECORD THIS 10 DAY OF MAR 1955
AT 2:20 O'CLOCK P.M. AND RECORDED IN BOOK 2371 PAGE 161
WITNESS MY HAND THIS 10 DAY OF MAR 1955
RECORDING FEE $ 2.00
REGISTER

Published by
TNT
TENNESSEE TITLE COMPANY
NASHVILLE, TENNESSEE

Home Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

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