BOOK 2440

WARRANTY DEED Form 1662

For and in consideration of the sum of $10.00)

TEN & no/100 DOLLARS

cash in hand paid by Horace F. Batson, Jr. and wife, Marie C. Batson, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and for the further consideration of the assumption by the said Horace F. Battson, Jr. and wife, Marie C. Batson of a mortgage in the amount of $9801.35 due Barry-Cockrill Co. as evidenced by a deed of trust executed by Urban Homes, Inc., to Marvin R. Barry, Trustee, of record in Book 1649, page 363, Register's Office of Davidson County, Tennessee, and also the assumption by the said Horace F. Batson, Jr., and wife, Marie C. Batson, of an indebtedness in the amount of $2797.97 due Norman L. Varner and wife, Mildred D. Varner, as evidenced by a lien retained in an installment deed executed by Norman L. Varner and wife, Mildred D. Varner to Durward C. Adams and wife, Evelyn R. Adams, of record in Book 2292, page 604, Register's Office for Davidson County, Tennessee

we, Durward C. Adams and wife, Evelyn R. Adams

have bargained and sold, and by these presents do transfer and convey unto the said Horace F. Batson, Jr. and wife, Marie C. Batson, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit: Being Tract No. 3, being the easterly part of Lot No. 3 and the westerly part of Lot No. 4 on the Map of Colonial Heights, as of record in Book 1130, page 102, Register's Office for said County. According to an unregistered copy of a survey thereof made according to field measurement, by Hal R. Swann, Jr., Surveyor, August 20, 1948, said parts of said lots adjoin and front together 90.2 feet on the northerly side of Warfield Drive, as measured along a slight curve, and runs back between lines, 183 feet on the easterly line of said part of Lot No. 4 and 266 feet on the westerly line of said part of Lot No. 3, to a dead line in the rear, measuring 152.4 feet thereon, said westerly line running back to a point in the easterly margin of an alley at its northerly terminus. BEING the same property conveyed to Durward C. Adams and wife, Evelyn R. Adams by deed from Norman L. Varner et ux of record in Book 2292, page 604, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to any and all restrictive covenants and easements applicable to the above described property.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Horace F. Batson, Jr. and wife, Marie C. Batson their heirs and assigns, forever.

And we do covenant with the said Horace F. Batson, Jr. and wife Marie C. Batson 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 referred to and taxes for 1955 which are assumed by the grantees herein.

And we, Durward C. Adams and wife, Evelyn R. Adams do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Horace F. Batson, Jr. and wife, Marie C. Batson their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 13th day of July, 1955.

Durward C. Adams
Durward C. Adams

Evelyn R. Adams
Evelyn R. Adams

STATE OF ~~TENNESSEE~~ Georgia }
~~Davidson County~~ DeKalb }

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

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Atlanta, Georgia ~~Tennessee~~, this 14 day of July 14, 1955

Notary Public, DeKalb County, Georgia
My Commission Expires November 3, 1957

Commission expires Notary Public, DeKalb County, Georgia My Commission Expires November 3, 1957

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