K 2451

WARRANTY DEED

For and in consideration of the sum of Fifteen Thousand Four Hundred Fifty and No/100 ------
---------$15,450.00 ----------**DOLLARS**
Cash in hand paid by Leon William Cunningham, Jr. and wife, Jean Swingle Cunningham, the receipt of which is hereby acknowledged, we,

Lawrence V. McKinney, Jr. and wife, Constance L. McKinney

_____ **have bargained and sold, and by these presents do transfer and convey unto the said** Leon William Cunningham, Jr. and wife, Jean Swingle Cunningham their **heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:**

Land in Davidson County, Tennessee, being Lot No. 6 on the Plan of Seven Hills, Section One, as of record in Book 2133, pages 81 and 82, Register's Office for said County.
Said Lot No. 6 fronts 141.0 feet on the westerly side of Shy's Hill Road, and runs back between lines, 308.0 feet on the southerly line, and 340.8 feet on the northerly line, to a dead line in the rear measuring 226 feet on said dead line.
Being the same property conveyed to Lawrence V. McKinney, Jr. and wife, Constance L. McKinney, by deed from Leon W. Cunningham, Jr., and wife, Jean Swingle Cunningham, of record in Book 2295, page 395, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 2249, page 102, Register's Office for Davidson County, Tennessee, and the plan of record in Book 2133, pages 81 and 82, said Register's Office, which shows a 75 foot set-back line from Shy's Hill Road, and a 10 foot easement for utilities across the rear of the lot, 2 anchorage easements and an Owner's Certificate.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Leon William Cunningham, Jr. and wife, Jean Swingle Cunningham their **heirs and assigns, forever.**

And we **do covenant with the said** Leon William Cunningham, Jr. and wife, Jean Swingle Cunningham **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 1959 taxes which have been prorated and are hereby assumed by the purchasers.

And we, Lawrence V. McKinney, Jr. and wife, Constance L. McKinney **do further covenant and bind** ourselves, our **heirs and representatives, to warrant and forever defend the title to the said land to the said** Leon William Cunningham, Jr. and wife, Jean Swingle Cunningham, their **heirs and assigns against the lawful claims of all persons, whomsoever.**

Witness our **hand** s **this** 15th **day of** September, 19 59

Lawrence V. McKinney, Jr.

Constance L. McKinney

STATE OF TENNESSEE
Davidson County

Personally appeared before me, J. P. Stallworth, Jr. **, a Notary Public in and for said County and State, the within named** Lawrence V. McKinney, Jr. and wife, Constance L. McKinney

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 office, this 15th **day of** September, 19 59

Commission expires February 13, 1957

J. P. Stallworth, Jr.
Notary Public

PG 327