K 2490

WARRANTY DEED Form 1002 Published by [illegible]

For and in consideration of the sum of $ Five ($5.00) [illegible] DOLLARS

Cash in hand paid and other good and valuable considerations the receipt of which is hereby acknowledged, and the assumption by David B. Kimbro and wife, Barbara K. Kimbro of the balance of an indebtedness in the amount of $5162.13 secured by a deed of trust, on the property herein conveyed, executed by James R. Ladd and wife, to Ferriss C. Bailey, Trustee, of record in Book 1818, page 453, to secure Murphree Mortgage Company, one note dated Feb. 4, 1950, for $6300.00, with interest at 4% per annum, both principal and interest payable $33.26 monthly, beginning March 1, 1950, balance February 1, 1975.

[redacted]

we, James R. Ladd and wife, Martha Louise Ladd

have bargained and sold, and by these presents do transfer and convey unto the said David B. Kimbro and wife, Barbara K. Kimbro, 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. 14 on the Map of Sterling Subdivision, as of record in Book 1424, page 97, Register's Office for Davidson County, Tennessee.
Said Lot No. 14 fronts 57 feet on the south side of Elberta Street and runs back between parallel lines 160 feet to a dead line.
Being the same property conveyed to James R. Ladd and wife, by deed from William S. Wirshing, unmarried, of record in Book 1767, page 553, said Register's Office.

Property conveyed subject to Restrictive covenants contained in deed from W. C. Miller and wife, to William S. Wirshing, dated December 17, 1947, of record in Book 1555, page 593, said Register's Office, as follows: "That said property and no part thereof shall be sold to, leased to or owned by persons of negro or African descent for a period of twenty-five years from date hereof."
Also plan of record in Book 1424, page 97, Register's Office for said County.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said David B. Kimbro and wife, Barbara K. Kimbro their heirs and assigns, forever.

And we do covenant with the said David B. Kimbro and wife, Barbara K. Kimbro 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 above stated and taxes for the year 1956 which have been ~~prorated~~ assumed by Grantee

And we, James R. Ladd and wife, Martha Louise Ladd do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said David B. Kimbro and wife, Barbara K. Kimbro, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 30 day of January, 1956

James R. Ladd

Martha Louise Ladd

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Nola Vandergriff, a Notary Public in and for said County and State, the within named we, James R. Ladd and wife, Martha Louise Ladd, 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 Madison, Tennessee, this 30 day of January, 1956.

Commission expires My Commission Expires Jan. 25, 1958

Nola Vandergriff
Notary Public

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