K 2499

WARRANTY DEED

For and in consideration of the sum of NINE THOUSAND FIVE HUNDRED AND NO/100 ----------
----------($9,500.00)----------**DOLLARS**
Cash in hand paid by Frank Krusz and wife, Pearle Krusz, the receipt of which is hereby acknowledged, we

Charles Phillips and E. R. Phillips,
d/b/a
Phillips Construction Company

_____ **have bargained and sold, and by these presents do transfer and convey unto the said** Frank Krusz and wife, Pearle Krusz
_____ **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. 17 on the Map of Shadowlawn Subdivision, as of record in Book 1130, page 64, Register's Office for said County.

Said Lot No. 17 fronts 60 feet on the north side of Norvel Avenue, and runs back between lines, 150.8 feet on the east line, and 150 feet on the west line, to a dead line, measuring 61.8 feet thereon.

Being the same property conveyed to Charles Phillips and E. R. Phillips, partners d/b/a Phillips Construction Company, by deed from William J. Carver, and wife, of record in Book 2485, page 299, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 1[illegible], Page 27[illegible], Register's Office for Davidson County, Tennessee, and the plan of record in Book 1130, page 64, Said Register's Office, which shows a [illegible] foot building setback line from Norvel Avenue, and a 15 foot easement for public utilities along the rear.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Frank Krusz and wife, Pearle Krusz
_____ their _____ **heirs and assigns, forever.**

And we **do covenant with the said** Frank Krusz and wife, Pearle Krusz
_____ **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 1956 taxes which have been prorated and are hereby assumed by the purchasers.

And we, Charles Phillips, and E. R. Phillips, d/b/a Phillips Construction Company **do further covenant and bind** ourselves, our **heirs and representatives, to warrant and forever defend the title to the said land to the said** Frank Krusz and wife, Pearle Krusz
their **heirs and assigns against the lawful claims of all persons, whomsoever.**

Witness our **hand** s **this** 3rd **day of** April, **19**56.

PHILLIPS CONSTRUCTION COMPANY
BY: Charles Phillips
Partner
BY: E. R. Phillips
Partner

STATE OF TENNESSEE
Davidson County

Personally appeared before me, A. M. Tenison, **a Notary Public in and for said County and State, the within named** Charles Phillips and E. R. Phillips, d/b/a Phillips Construction Company
the bargainer 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 3rd **day of** April, **19**56.
Commission expires [illegible]. A. M. Tenison **Notary Public**

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