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Cash in hand paid by the grantees herein and other good and valuable consideration, receipt of which is hereby acknowledged, and the further consideration that the grantees herein assume and agree to pay one certain note of even date herewith in the original sum of $10,900.00, payable to Mortgage Company, with interest at 4½ per annum, both principal and interest payable $55.20 Monthly, and secured by Deed of Trust of record in Book 2373, page 575, Register's Office for Davidson County, Tennessee, said debt having since been assigned to State Mutual Life Assurance Company of Worcester, Massachusetts, by an instrument of record in Book 2377, page 321, said Register's Office,

we, JAMES E. ROSE AND WIFE, FRANCES T. ROSE,

have bargained and sold, and by these presents do transfer and convey unto the said CHARLES E. HARBOLD AND WIFE, ETHEL S. HARBOLD 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. 67 on the Plan of Lincoya Hills as of record in Book 1835, page 91, Register's Office for said County.
Said Lot No. 67 fronts 140 feet on the southerly side of Lincoya Drive and runs back 292.5 feet on the easterly line and 315.9 feet on the westerly line, to a dead line, a part of which is the northerly line of the right-of-way of the T. C. Railroad, and which said dead line is a broken line, said lot measuring 156.6 feet thereon.
Being the same property conveyed to James E. Rose and wife, Frances T. Rose, by deed from Jerry B. Cason and wife, of record in Book 2339, page 447; said Register's Office.

The above described property is being conveyed subject to restrictions in Book 2021, page 317, said Register's Office.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said CHARLES E. HARBOLD AND WIFE, ETHEL S. HARBOLD their heirs and assigns, forever.

And We do covenant with the said CHARLES E. HARBOLD AND WIFE, ETHEL S. HARBOLD 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 set out and by 1956 taxes, which the grantees herein assume and agree to pay.
And We, the grantors herein do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said grantees herein their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 3 day of July 19 56

James E. Rose
Frances T. Rose

STATE OF TENNESSEE
Davidson County

Personally appeared before me, L. W. Carney, a Notary Public in and for said County and State, the within named JAMES E. ROSE AND WIFE, FRANCES T. ROSE

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 Nashville, Tennessee, this 3 day of July, 19 56

Commission expires February 24, 1957

L. W. Carney
Notary Public

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