BK 2601

THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ---------- $10.00 ---------- **DOLLARS**
Cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, and the assumption of the unpaid balance of the mortgage executed by William T. Polk and wife, Edna D. Polk, to Herschel Greer, Trustee, of record in Book 2473, page 537, Register's Office for Davidson County, Tennessee, which mortgage the purchaser hereby assumes and agrees to pay, we,

William T. Polk and wife, Edna D. Polk

have bargained and sold, and by these presents do transfer and convey unto the said Mrs. Viola Carter Johnson

her 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 12 on the map of Glencoe Acres Subdivision, Section III, as of record in Book 2330, page 28, Register's Office for Davidson County, Tennessee.
Said lot 12 fronts 79 feet on the westerly side of Colby Drive and runs back 195.2 feet on the northerly line and 192.2 feet on the southerly line to a dead line, measuring 79.4 feet thereon.
Being a part of the same property conveyed to William T. Polk, et ux, by deed of A. S. Johnson, of record in Book 2486, page 403, of said Register's Office.

This conveyance is made subject to Restrictive covenants of record in Book 2400, page 459, Register's Office for Davidson County, Tennessee, and the Plan of record in Book 2330, page 28, said Register's Office, which shows a 60 foot building setback line from Colby Drive, and a 10-foot easement along the rear line as well as the provisions of 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 Mrs. Viola Carter Johnson her **heirs and assigns, forever.**

And we **do covenant with the said** Mrs. Viola Carter Johnson **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 appears of record and 1956 taxes which are assumed by the purchaser.

And we, William T. Polk and wife, Edna D. Polk **do further covenant and bind** ourselves, our **heirs and representatives, to warrant and forever defend the title to the said land to the said** Mrs. Viola Carter Johnson her **heirs and assigns against the lawful claims of all persons, whomsoever.**

Witness our **hand** s **this** 20th **day of** November, 1956

William T. Polk
Edna D. Polk

STATE OF TENNESSEE
Davidson County

Personally appeared before me, James R. Pearigen, Jr., **a Notary Public in and for said County and State, the within named** William T. Polk and wife, Edna D. Polk

the bargainor, 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 20th **day of** November, 1956

My commission expires May 28, 1958

James R. Pearigen, Jr.
Notary Public

PG 639