K 2639

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 ($1.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of making a re-conveyance to create an estate by the entirety, we, Edgar B. Peebles and wife, Ann Willoughby Russell Peebles, have bargained and sold, and by these presents do hereby transfer and convey unto Calvin Cockrill, Trustee, his successors and assigns, the following described tracts or parcels of land, to wit:

TRACT I: Land in Davidson County, Tennessee, being the southerly 15 feet front of Lot No. 109 and the northerly 95 feet front of Lot No. 107 on the Map of the Bransford Realty Company's Belle Meade Golf Links Subdivision, as of record in Book 421, pages 94 and 95, Register's Office for said County, to which plan reference is here made for a more complete and accurate description.

Being the same property conveyed to Edgar B. Peebles and wife, Louise T. Peebles, by deed from Edward S. Blankenship and wife, Emma Murrell Blankenship, of record in Book 2032, page 430, Register's Office for said County, the said Louise T. Peebles, having since died.

Said property is conveyed subject to a Deed of Trust of record in Book 1650, page 396, Register's Office for Davidson County, Tennessee.

TRACT II: Land in Davidson County, Tennessee, being Lot No. 36 of Block "I" on the Plan of Cherokee Park, Section #3, as of record in Book 843, pages 2 and 3, Register's Office for said County, to which plan reference is here made for a more complete and accurate description.

Being the same property conveyed to Ervin Bradford Russell and wife, Ann Willoughby Russell, by deed from Albert W. Neal and wife, Sophia M. Neal, of record in Book 1734, page 591, Register's Office for said County, the said Ervin Bradford Russell, having since died.

Said property is conveyed subject to the plan which shows a 35-foot set-back line from Cherokee Road, and restrictive covenants and easement of record in Book 840, page 665, Register's Office for Davidson County, Tennessee.

And we do covenant with the said Calvin Cockrill, Trustee, that we are lawfully seized and possessed of said land in fee simple, and have a good right to convey it.

And we, Edgar B. Peebles and wife, Ann Willoughby Russell Peebles, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Calvin Cockrill, Trustee, his successors and assigns, against the lawful claims of all persons whomsoever.

And now, I, the said Calvin Cockrill, Trustee, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of carrying out the intent of this conveyance, as above set out, do hereby transfer and convey unto Edgar B. Peebles and wife, Ann W. Peebles, their heirs and assigns, the same property hereinabove described and set forth, to which reference is here made, and said property is conveyed subject to the same limitations, restrictions and encumbrances as may affect the premises, as above set forth.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging, to the said Edgar B. Peebles and wife, Ann W. Peebles, their heirs and assigns, forever.

And I do covenant with the said Edgar B. Peebles and wife, Ann W. Peebles, that I am lawfully seized and possessed of said land and have a good right to convey it.

And I, Calvin Cockrill, Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title to the said land only as to such title coming through or by me from the grantees herein, to the said Edgar B. Peebles and wife, Ann W. Peebles, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set out hands on this the 28th day of February, 1957.

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