BK 2643

WARRANTY DEED

For and in consideration of the sum of $44,000.00 - - - - - - - -

Forty Four Thousand and No/100 - DOLLARS

of which $27,000 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder of $17,000 the said grantees have expressly assumed and agreed to pay a first mortgage of $17,000, said indebtedness being more fully described in and secured by a deed of trust executed by Howard N. Jones and wife, Carmine Dorothy Jones to W. H. Haynes, Trustee, of record in Book 2583, page 373, to secure Third National Bank in Nashville.

We, Howard N. Jones and wife, Carmine Dorothy Jones have bargained and sold, and by these presents do transfer and convey unto the said - - - William T. Bowers and wife, Thelma S. Bowers, their - - - - - heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit: A tract of land in the 7th, formerly the 11th, Civil District of Davidson County, Tennessee, being part of the land of Mrs. Sarah E. Baxter, lying west on the Franklin Road, described as follows:

Beginning on the westerly margin of the right-of-way of the Nashville Interurban Railway, (now abandoned), at the southeast corner of the property conveyed to Kathleen Moran O'Brien by deed from Howard N. Jones and wife, of record in Book 1431, page 129, Register's Office for said County; thence with the southerly line of said O'Brien's property, westwardly 1100 feet; thence south 2° 55' east 375 feet, more or less, to a stake on the northerly margin of a proposed 50 feet street, not yet opened or dedicated; thence with the northerly margin of said proposed street, and with a 10° curve, 100 feet; thence continuing with the northerly margin of said proposed street, south 86° east 1000 feet to a stake on the westerly margin of the right-of-way of said abandoned railway; thence with said right-of-way, North 2° 55' west 375 feet, more or less, to the beginning.

Being part of the real property conveyed to Howard N. Jones and wife, Carmine Dorothy Jones, by deed from R. T. Barrett, dated September 25, 1945, filed September 26, 1945, and recorded in book 1338, page 14, said Register's Office.

This conveyance is made subject to the following: Restrictive covenants contained in deed from Sarah E. Baxter to R. T. Barrett, dated Feb. 21, 1942, filed Feb. 21, 1942, and recorded in book 1207, page 427, Register's Office for Davidson County, Tennessee. It is understood and agreed that the sellers will give the purchasers possession of the property hereinbefore described on or before May 8, 1957.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said William T. Bowers and wife, Thelma S.Bowers, their heirs and assigns, forever.

And we do covenant with the said William T.Bowers and wife, Thelma S.Bowers 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 1957 taxes which the grantees assume & agree to pay, same having been prorated as of 4-8-57, and above indebtednes

And We, Howard N. Jones and wife, Carmine Dorothy Jones do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said William T. Bowers and wife, Thelma S. Bowers their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 8th day of April, 19 57

Howard N. Jones

Carmine Dorothy Jones

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Frankie Wilkes, a Notary Public in and for said County and State, the within named Howard N. Jones and Carmine Dorothy Jones

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 office, this 8 day of April, 19 57

Commission expires 7-22-58

Frankie Wilkes
Notary Public

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