BK 2708

WARRANTY DEED Form 1002 Published by Tennessee Title Company

For and in consideration of the sum of $ Ten and No/100- - - - - - - - - - - -

- - - - - - - - - - - - - -($10.00)- DOLLARS

cash in hand paid by Guy S. Markham, Jr., and wife, Hester M. Markham, and for other good and valuable consideration, receipt of all of which is hereby acknowledged, and in further consideration the said Guy S. Markham, Jr., and wife, Hester M. Markham have assumed and agree to pay an indebtedness in the amount of $11,587.87, owing to Fidelity Federal Savings and Loan Association, said indebtedness being the balance owing on a mortgage note originally in the amount of 14,500.00 which said note is secured by a deed of trust recorded in Book 2129, page 17, Register's Office for Davidson County, Tennessee.

We, William H. Shelley and wife, Loys Shelley

have bargained and sold, and by these presents do transfer and convey unto the said

* * * * * *GUY S. MARKHAM, JR., AND WIFE, HESTER M. MARKHAM* * * * * * * * * * * *

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. 44 on the Map of Lakeland, as of record in Book 2133, page 15, Register's Office for said County, and described as follows:

Beginning at a point on the southeasterly margin of Lakeland Drive, at the common corner of Lots Nos. 43 and 44; thence with the line between said two lots, southeasterly 272.4 feet to the north line of the Roy Jordan Property; thence with the line of said property westerly 241.8 feet to the easterly margin of a 50 foot unnamed street; thence with the margin of said street, northerly 251 feet to the beginning of a curve; thence along said curve northeasterly 34.1 feet to a point in the southeasterly margin of Lakeland Drive; thence with the margin of said Drive northeasterly, along a slight curve, 76.8 feet to the beginning.

Being the same property conveyed to William H. Shelley and wife, Loys Shelley, by deed from Tom P. Jones and wife, of record in Book 2141, page 256, Register's Office for Davidson County, Tenn.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Guy S. Markham, Jr., and wife, Hester M. Markham their heirs and assigns, forever.

And we do covenant with the said Guy S. Markham, Jr., and wife, Hester M. Markham 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 above stated this conveyance is made subject to all restrictive covenants, easements and set-back lines as are applicable to the property above described.

And we, William H. Shelley and wife, Loys Shelley do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Guy S. Markham, Jr., and wife, Hester M. Markham their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 30 day of December, 1957

W. H. Shelley

Loys Shelley

STATE OF TENNESSEE }
Davidson County

Personally appeared before me, Joe W. Rives, a Notary Public in and for said County and State, the within named William H. Shelley and wife, Loys Shelley

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 30 day of December, 1957.

Commission expires July 22, 1959.

Joe W. Rives
Notary Public

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