K 2737

WARRANTY DEED Form 1002 Published by Tennessee Title Company

For and in consideration of the sum of $5.00 -

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cash in hand paid by Alton H. Burroughs and wife, Lucinda D. Burroughs, and other good and valuable considerations, the receipt of which is hereby acknowledged, and for the remainder of said consideration amounting to NINE THOUSAND TWO HUNDRED EIGHTY ONE AND 88/100 ($9281.88) DOLLARS, the said Alton H. Burroughs and wife, Lucinda D. Burroughs, have expressly assumed and agreed to pay the unpaid balance of a first mortgage loan, originally in the amount of ELEVEN THOUSAND AND NO/100 ($11,000.00) DOLLARS, and said grantees agree to pay the installment due March 1, 1958, and all subsequent installments, said debt being more fully described in and secured by a Deed of Trust executed by E. D. Burroughs and wife, Jimmie D. Burroughs, to Calvin Cockrill, Trustee, dated May 1, 1953, of record in Book 2177, page 124, Register's Office for Davidson County, Tennessee;

we, E. D. Burroughs and wife, Jimmie D. Burroughs,

have bargained and sold, and by these presents do transfer and convey unto the said Alton H. Burroughs and wife, Lucinda D. Burroughs,

their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit: Being Lots Nos. 152 to 155, both inclusive, of Block "B", on the Plan of Marthonna, not of record, and described as follows: Beginning at a point in the west margin of Ezell Road East, at the corner of Lots 151 and 152, said point being 650 feet north from the north margin of Ezell Road South; thence with the line between said lots 151 and 152, westerly 422.5 feet to a point; thence northerly 100 feet to the corner of Lots 155 and 156; thence with the line between said lots, easterly 422.5 feet to the west margin of Ezell Road East; thence with the margin of the same, southerly 100 feet to the point of beginning.
Being the same property conveyed to E. D. Burroughs and wife, Jimmie D. Burroughs, by deed from D. C. Traylor and wife, of record in Book 2092, page 553, said Register's Office.
This conveyance is made subject to restrictions of record in Book 1133, page 313, and in Book 1140, page 99, Register's Office for Davidson County, Tennessee.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Alton H. Burroughs and wife, Lucinda D. Burroughs, their heirs and assigns, forever.

And we do covenant with the said Alton H. Burroughs and wife, Lucinda D. Burroughs, 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 taxes for 1958 which have been prorated and assumed by the Grantees.

And we, E. D. Burroughs and wife, Jimmie D. Burroughs, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Alton H. Burroughs and wife, Lucinda D. Burroughs, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 29th day of January, 1958.

E. D. Burroughs

Jimmie D. Burroughs

STATE OF TENNESSEE }
Davidson County }

Personally appeared before me, Clyde O. Owen, a Notary Public in and for said County and State, the within named E. D. Burroughs and wife, Jimmie D. Burroughs, 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 30th day of January, 1958.

Commission expires November 15, 1959

Clyde O. Owen
Notary Public

G 173