K 2738

Know All Men By These Presents that we, W. C. Miller and wife, Allie K. Miller, have this day bargained and sold and by these presents do transfer and convey unto Mary Jean Whitley Carpenter, her heirs and assigns, all the right, title, claim and interest we have in and to the following described tract or parcel of land in Davidson County, State of Tennessee, to-wit:

Being Lot No. 120 on the Map of Sterling Heights, Section Five, as of record in Book , page , Register's Office of said County, described as follows:

Beginning at a point in the northerly margin of Peachtree Street, the common corner of Lots Nos. 119 and 120; thence northerly 160 feet to a point; thence westerly 78.4 feet to a point in the easterly margin of Boone Drive; thence southerly 140 feet, more or less, to the beginning of a curve at the intersection of Boone Drive and Peachtree Street; thence around said curve 31.42 feet to a point; thence easterly 58.4 feet, more or less, to the point of beginning.

Being the same lot of land conveyed unto W. C. Miller by deed of Kenwood Homes, Inc., a Tennessee corporation, dated June 10, 1950, of record in Deed Book No. 1853, page 143, Register's Office of Davidson County, Tennessee.

This conveyance is made subject to such restrictions as may be applicable to the property herein described.

To Have And To Hold said tract or parcel of land together with the estate, title, interest and appurtenances thereto belonging unto the said Mary Jean Whitley Carpenter, her heirs and assigns, forever.

We covenant that we are lawfully seized and possessed of said lot of land in fee simple, that we have a good and perfect right to sell and convey the same, and that it is unencumbered, except for taxes assessed against said land the year 1958, which the grantee by the acceptance of this deed agrees to pay. We further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

The consideration for this conveyance is the sum of Thirty-five Hundred ($3500.00) Dollars, evidenced by one promissory note bearing even date herewith, without interest, and due and payable to W. C. Miller at the rate of Thirty-five ($35.00) Dollars per month, the first payment being due on March 1, 1958,

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