K 2748

WARRANTY DEED

FROM

John M. Garrett, Jr. et ux

TO

Alton Rains et ux

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 8 day
of May A.D. 1958
at 12:55 o'clock P M.
Noted in Book 4 Page 245
Recorded in Book Page
Recording Fee $1.25
JAMES P. WILSON, Register
By Deputy Reg.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

For and in Consideration of the sum of fourteen thousand three hundred thirteen and 16/100----------($14,313.16)---------- DOLLARS

of which sum $2,500.00 has been paid im cash, receipt of which is hereby acknowledged, and for the remaining amount Alton Rains and wife, Mildred Rains, have assumed and agreed to pay the unpaid balance of $11,813.16 of a note in the original amount of $12,200.00, dated November 5, 1956, payable in monthly installments of $67.83 which include interest at the rate of 4½% per annum on the unpaid balance until paid, the final payment, if not sooner paid, shall be due and payable on the first day of November, 1981, said note is secured by a deed of trust executed by John M. Garrett, Jr. and wife, Jean A. Garrett, to Herschel Greer, Trustee, dated November 5, 1956, filed November 9, 1956 and recorded in Book 2574, page 225, Register's Office for Davidson County, Tennessee, and said deed of trust has been assigned to New York Life Insurance Company by an instrument dated November 14, 1956, not of record.

We, John M. Garrett, Jr. and wife, Jean A. Garrett,

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

Alton Rains and wife, Mildred Rains, 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. 109 on the Plan of Crievewood, as of record in Book 2331, page 99, Register's Office for said County, described as follows:
Beginning on the northeasterly margin of Marchant Drive at the corner of lots Nos. 108 and 109; thence with the line between said two lots northeastwardly 97.65 feet to the corner of lots Nos. 108 and 109; thence north 3 degrees 09' east 106.50 feet to a concrete monument; thence north 41 degrees 48' west 43.5 feet to the corner of lots Nos. 109 and 110; thence with the line between said two lots southwestwardly 172.8 feet to the northeasterly margin of Marchant Drive; thence with same southeastwardly 117 feet to the beginning.
Being the same real property conveyed to John M. Garrett, Jr. and wife, Jean A. Garrett, by deed from Joe Zeitlin et al, partners doing business as Martin Construction Company, dated November 5, 1956, filed November 9, 1956, and recorded in Book 2600, page 343, said Register's Office.
This conveyance is made subject to a 10-foot easement for public utility purposes along rear line of premises, anchor easement in northwest corner, 40-foot building setback line from Marchant Drive, and conditions of owners certificate, as shown on plan of record in Book 2331, page 99, Register's Office for Davidson County, Tennessee, the latter providing that no lot shall be subdivided or changed to produce less area until a system of sewers is installed and approved, and not then if less area results than established by restrictions on property, and to restrictive covenants contained in an instrument executed by Martin Construction Company, dated February 2, 1956, filed February 6, 1956, and recorded in Book 2491, page 278, said Register's Office.

G 51