BK 2795

WARRANTY DEED

For and in consideration of the sum of ---TEN AND 00/100 ($10.00)---------- DOLLARS and other good and valuable considerations, we, John M. Andrews, III, and wife, Ella P. Andrews,

have bargained and sold, and by these presents do transfer and convey unto the said Samuel M. Osborne and wife, Katie Mai Osborne,

their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

Land in Davidson County, Tennessee, being Lot No. 64 on the Plan of Happy Acres, as of record in Book 2331, Page 63, Register's Office for said County.

Said Lot No. 64 fronts 110 feet on the Westerly side of Colfax Drive and runs back between parallel lines, 197.3 feet on the Southerly side and 197.4 feet on the Northerly side to a dead line in the rear, measuring 110 feet thereon.

Being part of the property conveyed to H. & A. Homes, Inc., by deed from Ewing O. Harper, Jr. and wife, of record in Book 2453, Page 613, Register's Office for Davidson County, Tennessee.

Also being the same property conveyed by deed from H. and A. Homes, Inc., to John Marshall Andrews III Et Ux and recorded in Book 2598, Page 291, R. O. D. C., Tennessee.

Said Samuel M. Osborne and wife, Katie Mai Osborne, hereby assume the loan outstanding against said property. in the amount of $10,958.65 as of June 30, 1958, which is secured by deed of trust, dated October 23, 1956, wherein Miller Kimbrough is named trustee and Kimbrough Phillips Company is designated holder, said deed of trust being recorded in Book 87, Page 75, R. O. D. C., 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 Samuel M. Osborne and wife, Katie Mai Osborne, their heirs and assigns, forever.

And we do covenant with the said Samuel M. Osborne and wife, Katie Mai Osborne 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 for the deed of trust hereinabove described.

And we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Samuel M. Osborne and wife, Katie Mai Osborne, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 5th day of July, 1958.

John M. Andrews III

Ella P. Andrews

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Kathryn Zaino, a Notary Public in and for said County and State, the within named John M. Andrews, III, and wife Ella P. Andrews,

the bargainors, 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 5th day of July, 1958.

Commission expires May 9, 1960.

Kathryn Zaino
Notary Public

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