K 2799

APPROVED AS TO LEGALITY ON

WARRANTY DEED Form 1001 Published by Tennessee Title Association

BY

For and in consideration of the sum of $ 10.00

---TEN AND NO/100--- DOLLARS

Cash paid by H. Roy Berkenstock and Wife, Muriel T. Berkenstock, and other good and valuable considerations, the receipt of which is hereby acknowledged,

We, Karl E. Haury and Reese L. Smith, Jr.,

have bargained and sold, and by these presents do transfer and convey unto the said H. Roy Berkenstock and Wife, Muriel T. Berkenstock 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. 106 on the Plan of Section II, First Addition, Seven Hills, of record in Book 2663, Page 51, Register's Office for said County.

Said Lot No. 106 fronts 150 feet on the north side of Burton Valley Road and extends back 279.3 feet on the west line and 279.25 feet on the east line to a dead line in the rear on which it measures 163.2 feet.

Being part of the property conveyed to Karl E. Haury and Reese L. Smith, Jr., by deed from Seven Hills Development Company, of record in Book 2795, Page 6, Register's Office for Davidson County, Tennessee.

Conveyance subject to Restrictions as may be applicable to the above lot. The Plan of record in Book 2663, Page 51, shows an Owner's Certificate a 75 foot setback line from Burton Valley Road, a 10 foot easement for public utilities along the north rear line of the lot, and an anchor easement 2.5x20 feet at the southwest corner of the lot on Burton Valley Road.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said H. Roy Berkenstock and Wife, Muriel T. Berkenstock their heirs and assigns, forever.

And We do covenant with the said H. Roy Berkenstock and Wife, Muriel T. Berkenstock 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 1958 Taxes which have been pro-rated and Purchaser will pay when due.

And We, Karl E. Haury and Reese L. Smith, Jr. do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said H. Roy Berkenstock and Wife, Muriel T. Berkenstock, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 30th day of July, 19 58.

Karl E. Haury

Reese L. Smith Jr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Thelma Neal, a Notary Public in and for said County, the within named Karl E. Haury and Reese L. Smith, Jr.

the bargainor 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 July, 19 58.

My Commission Expires Jan. 29, 1959

Thelma Neal
Notary Public

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