BK 2809

For and in consideration of the sum of $ - - - - - - - $10.00 - - - - - - - - - - - - - - - - - -
- Ten and no/100 - - - - - - - - - - - - DOLLARS
and other good and valuable considerations, cash in hand paid by Robert W. Terry and wife, Hazelmai M. Terry, the receipt of which is hereby acknowledged, and in further consideration of the said Robert W. Terry and wife, Hazelmai M. Terry, assuming and agreeing to pay the balance due on a Deed of Trust executed by Howard Hayes and wife, to Thomas H. Malone, III, Trustee, of record in Book 2585, page 547, to secure Life & Casualty Insurance Company of Tennessee, one note dated February 14, 1957, for the principal amount of $12,700.00, with interest at 5% per annum, both principal and interest payable $83.82 monthly, beginning March 1, 1957, balance due February 1, 1977 (This deed of trust also includes personal property.)

This conveyance is made subject to restrictions filed for record June 15, 1956 in Book 2542, page 486, Register's Office for Davidson County, Tennessee.

We, Howard Hayes and wife, Jane W. Hayes
have bargained and sold, and by these presents do transfer and convey unto the said
Robert W. Terry and wife, Hazelmai M. Terry
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. 53 on the Plan of Harding Park, of record in Book 2331, page 120, Register's Office for said County.
Said Lot No. 53 fronts 138 feet on the easterly side of Post Road and runs back 208.7 feet on the northerly line and 207.3 feet on the southerly line to the westerly right-of-way line of the N. C. & St. L. Railroad, on which it measures 138 feet thereon.
Being the same property conveyed to Howard Hayes and wife, Jane W. Hayes, by deed from James E. Adams of record in Book 2637, page 629, said Register's Office.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Robert W. Terry and wife, Hazelmai M. Terry
their heirs and assigns, forever.
And we do covenant with the said Robert W. Terry and wife, Hazelmai M. Terry
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, with exception of before mentioned Deed of Trust.
And we, Howard Hayes and wife, Jane W. Hayes
do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Robert W. Terry and wife, Hazelmai M. Terry
their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 16th day of October 19 58

Howard Hayes
Howard Hayes
Jane W. Hayes
Jane W. Hayes

STATE OF TENNESSEE
DAVIDSON COUNTY

Personally appeared before me, Phillip E. Cole, a Notary Public in and for said County and State, the within named Howard Hayes and wife, Jane W. Hayes, 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 16th day of October, 19 58

Commission expires May 16, 1961

Phillip E. Cole
Notary Public

TENNESSEE TITLE COMPANY

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 20 day of Oct. A.D. 1958 at 2:09 o'clock P.M.
Recorded in Book 2390 Page 613
JAMES P. WILSON, Register
By [illegible]

Published by TENNESSEE TITLE COMPANY

To Robert W. Terry, et ux.

From Howard Hayes, et ux

2390

Warranty Deed

South Mortgage Corporation

BK 2809 PG 616