K 2858

WARRANTY DEED BEAU E. FOLK, JR., FORM **NASHVILLE TITLE COMPANY**

For and in consideration of the sum of Ten and no/one hundreds DOLLARS ($ 10.00),

Cash in hand and other good and valuable considerations paid to me by the purchasers, the receipt of which is hereby acknowledged, and in addition, this conveyance is made subject to the hereinafter indebtedness to wit:

This conveyance made subject to the first deed of trust executed October 22, 1949, by William Brantley Smith and wife, Eunice Kathleen Smith, to Louis Leftwich, Jr., Trustee, of record in Book 1772, page 83, R. O. D. C. Tennessee, to secure note of even date to Fidelity Federal Savings & Loan Association in the original principal sum of $6500.00, and

Second deed of trust executed October 22, 1949, by William Brantley Smith and wife, Eunice Kathleen Smith, to Louis Leftwich Jr., Trustee, of record in Book 1772, page 87, R. O. D. C. Tennessee, to secure note of even date to Fidelity Federal Savings & Loan Association in the original principal sum of $1475.00.

We, James M. Kennedy and wife Carlene P. Kennedy

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto Malcolm L. Barrett and wife, Rachel S. Barrett

hereinafter called the Grantee, his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being Lot No. 138 on the Map of Airport Estates, as of record in Book 1130, page 93, Register's Office for said County.

Said Lot No. 138 fronts 70 feet on the southerly side of Cummins Drive and runs back 162.5 feet on the easterly line and 163.4 feet on the westerly line, to a dead line in the rear, measuring 70 feet thereon.

Being the same property conveyed to James M. Kennedy and wife Carlene P. Kennedy, by deed from Malcolm L. Barrett and wife Rachel S. Barrett, of record in Book 2594, page 497, Register's Office for Davidson County, Tennessee.

THOMAS A. FOLK, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the Grantee, his heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee that he is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered. except as heretofore shown.

The Grantor further covenants and binds himself, his heirs, successors and representatives to warrant and defend the title to the said land to the Grantee, his heirs, successors and assigns against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, the Grantor has hereunto set his hand on this, the 16 day of October, 1958.

James M. Kennedy

Carlene P. Kennedy

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Jon D. Coleman, Jr., a Notary Public in and for the State and County aforesaid, personally appeared the within named James M. Kennedy and wife Carlene P. Kennedy

the bargainor(s), 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, the 16th day of October, 1958.

Jon D. Coleman, Jr.
Notary Public

My commission expires: Nov. 13, 1960

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