K 2877

WARRANTY DEED

For and in consideration of the sum of

- - - - - - - - - Eight Hundred Fifty & 00/100 - - - - - - - - - *DOLLARS*

cash in hand paid by Elizabeth K. Burgess, the receipt of which is hereby acknowledged, and the further assumption and agreement by said Elizabeth K. Burgess to pay the balance of a mortgage of $933.04 to First Federal Savings & Loan Asso. of Nashville, as secured by deed of Trust of record in Book 2676, page 121, said Register's Office.

I, Jordan B. Kennedy,

have bargained and sold, and by these presents do transfer and convey unto the said Elizabeth K. Burgess, her

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

Being a tract in the 13th, formerly 23rd, District of Davidson County, Tennessee, about 4 miles west of Nashville and 1 mile from Hydes Ferry Pike, across the Cumberland River, and being on the new Hydes Ferry Pike, and described according to a survey thereof made by T. E. Sanford, surveyor, December 21, 1948, as follows:

Beginning at an old stake in the northeasterly margin of New Hydes Ferry Pike in the remains of an old stone wall, being an agreed line between J. B. Kennedy and Florence Officer as shown by said Sanford survey; thence along Officer's south line and along said agreed line north 84° east 316.5 feet to an old stake in an old fence line in the west line of the Walker property; thence along Walker's west line south 16° 54' east 38.5 feet to a stake in the northeast corner of the property of Ira D. Kennedy, being an agreed corner; thence along Ira D. Kennedy's north line being an agreed line according to said Sanford survey and along the remains of an old stone wall, south 76° 40' west 237 feet to the margin of the same, around a slight curve, northerly 111.5 feet to the beginning.

Being the same property conveyed to J. B. Kennedy, et ux, by deed of record in Book 1286, page 233 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 Elizabeth K. Burgess, her

heirs and assigns, forever.

And I *do covenant with the said* Elizabeth K. Burgess,

that I am *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.,* except as to the mortgage assumed by grantee.

And I, Jordan B. Kennedy,

do further covenant and bind myself, my *heirs and representatives, to warrant and forever defend the title to the said land to the said* Elizabeth K. Burgess, her

heirs and assigns against the lawful claims of all persons, whomsoever.

Witness MY *hand this* 18th *day of* February, *19*59, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Jordan B. Kennedy

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, A J Steele, *a Notary Public in and for said County and State,* Jordan B. Kennedy, (a widower)

the within named bargainor , with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 18th *day of* February, *19*59.

A J Steele *Notary Public*

Commission expires 27 July 1959

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