K 2883

WARRANTY DEED THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

For and in consideration of the sum of ------$10.00----------

Ten and no/100 ---------- DOLLARS

Cash in hand paid by Charles E. Taylor and wife, Josephine Smithey Taylor, and other good and valuable consideration, the receipt of which is hereby acknowledged, We,

D.E. Mallernee Jr., and wife, Mary Long Mallernee,

_____ have bargained and sold, and by these presents do transfer and convey unto the said Charles E. Taylor and wife, Josephine Smithey Taylor

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 the easterly 50 feet of Block No. 30 on the Plan of Charlotte Park, Second Addition, extended, as of record in Book 421, page 10, Register's Office for said County.

Said part of Block No. 30 fronts 50 feet on the southerly side of Nevada, formerly Third Avenue and runs back between parallel lines, with the westerly margin of 38th. Avenue, North, formerly "A" Street, 150 feet to an alley.

Being part of the property conveyed to D.E. Mallernee Jr., and wife, Mary Long Mallernee, by deed from Mattie Lou Waddle, as of record in Book 2881, page 575, Register's Office for Davidson County, Tennessee

The Grantees herein named have assumed for payment and do hereby agrees to pay the sum of $4,000.00, which represents the unpaid balance of a note executed by D.E. Mallernee Jr., and wife, Mary Long Mallernee, and payable to Fidelity Federal Savings & Loan Association, secured by a Deed of Trust, to Louis Leftwich Jr., Trustee, as of record in Book 2912, Page 329, Register's Office for 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 said Charles E. Taylor and wife, Josephine Smithey Taylor their heirs and assigns, forever.

And we do covenant with the said Charles E. Taylor and wife, Josephine Smithey Taylor, 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 as herein above stated.

And We, D.E. Mallernee Jr., and wife, Mary Long Mallernee do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Charles E. Taylor and wife, Josephine Smithey Taylor, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 2nd. day of April, 1959

D. E. Mallernee Jr.

Mary Long Mallernee

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