K 2883

BOOK 2883 PAGE 621

WARRANTY DEED

For and in consideration of the sum of $10.00 - - - - - -
- - - - - Ten and No/100 - - - - - - - - - - - - - *DOLLARS*
cash in hand paid by Mary L. Mortenson, and other valuable and sufficient considerations, receipt of all of which is hereby acknowledged,

We, M. L. Maxwell and wife, Ethel R. Maxwell
have bargained and sold, and by these presents do transfer and convey unto the said
- - - - - Mary L. Mortenson, her - - - - - - -
heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: Being Lot No. 32 on the Plan of Lea-Gran Estates, Section Two, as of record in Book 2854, page 3, Register's Office for said County.
Said Lot No. 32 fronts 140 feet on the southerly side of Batey Drive and runs back between lines 150.5 feet on the easterly side and 150 feet on the westerly side to a line in the rear, measuring 132.8 feet thereon.
Being part of the same property conveyed to M. L. Maxwell, by deed from Harrison H. Shoulders and wife, Virginia Swiggart Shoulders, of record in Book 2803, page 447, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following:
Restrictive covenants contained in an instrument dated October 3, 1958, filed for record in the Register's Office of said County on October 13, 1958, and recorded in Book 2808, page 457.
The Plan of record in Book 2854, page 3, said Register's Office, shows an Owner's certificate, a 40 foot setback line from Batey Drive, and a 10 foot easement for public utility purposes along the rear line of said lot.
Easement for sewers, water lines, electric transmission lines, telephone lines, and any and all other utilities along the easterly 15 feet of the premises as created by grant of Harrison H. Shoulders and wife, of record in Book 2283, page 572, 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 - - Mary L. Mortenson, her
heirs and assigns, forever.

And we *do covenant with the said* Mary L. Mortenson
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 1959 taxes which the grantee assumes & agrees to pay, same having been pro rated.

And We, M. L. Maxwell and wife, Ethel R. Maxwell
do further covenant and bind ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Mary L. Mortenson, her
heirs and assigns against the lawful claims of all persons, whomsoever.
Witness our *hand* s *this* 6th *day of* April, *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.*

M. L. Maxwell
Ethel R. Maxwell

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Frankie Wilkes, *a Notary Public in and for said County and State,* M. L. Maxwell and Ethel R. Maxwell
the within named 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, Davidson County, *Tennessee, this* 6th *day of* April, *19* 59.

Frankie Wilkes *Notary Public*

Commission expires 7-25-62

DAVIDSON COUNTY