K 2904

WARRANTY DEED

For and in consideration of the sum of FOUR THOUSAND AND NO/100 - ($4,000.00) DOLLARS

Cash paid in hand by James W. Holcomb and wife, Bettye H. Holcomb, receipt of which is hereby acknowledged,

We, Howard L. Gibson and Allan Deal have bargained and sold, and by these presents do transfer and convey unto the said James W. Holcomb and wife, Bettye H. Holcomb their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

Being Lot No. 12 on the Plan of Forest Acres Subdivision, Section 4 as of record in Book 2331, page 156, R.O.D.C., Tenn.
Beginning on the southerly margin of Otter Creek Road at the corner of Lots Nos. 12 and 13; thence with the line between said two lots southwardly 435.30 feet to a point in the northerly lot line of Lot No. 15; then with same southwestwardly 185.15 feet to a point in the easterly margin of Forest Acres Court; thence with same and around a curve in a westerly direction 65.06 feet to the corner of Lots 12 and Parcel "A"; then with the line between said two lots north 11 degrees 16 minutes 25 seconds west 507.62 feet to the southerly margin of said Otter Creek Road; thence with same eastwardly 239.71 feet to the beginning.
Being part of the real property conveyed to Allan Deal and Howard L. Gibson by deed from Dalton G. Wright and wife, Dated November 4, 1954, filed November 9, 1954, and recorded in Book 2304, page 510, R.O.D.C., Tenn.

Restrictive covenants of record in Book 2633, page 581 and as amended of record in Book 2646, page 75, R.O.D.C. Tenn. are made a part hereof as fully as if copied herein.
This conveyance is made subject to the minimum building setback lines (75 feet from Otter Creek Road and 75 feet from Forest Acres Court) as shown on the recorded plat of record in Book 2331, page 156, R.O.D.C, Tenn.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said James W. Holcomb and wife, Bettye H. Holcomb their heirs and assigns, forever.

And we do covenant with the said James W. Holcomb and wife, Bettye H. Holcomb 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 Taxes for 1959 which have been prorated and assumed by the buyer.

And we, Howard L. Gibson and Allan Deal do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said James W. Holcomb and wife, Bettye H. Holcomb, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 1st day of May, 19 59

Howard L. Gibson
Allan Deal

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Ann Williams, a Notary Public in and for said County and State, the within named Howard L. Gibson and Allan Deal

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 office, this 1st day of May, 19 59

Commission expires Oct. 31, 1961

Ann Williams
Notary Public

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