K 2906

WARRANTY DEED

For and in consideration of the sum of One Thousand Four Hundred ($1,400.00) DOLLARS

cash paid in hand by Willoughby Randall Sexton, et ux, receipt of which is hereby acknowledged.

Harry L. Jones and wife, Virginia E. Jones have bargained and sold, and by these presents do transfer and convey unto the said Willoughby Randall Sexton, et ux Leverly Jean Sexton and their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

A tract of land in the 8th Civil District of Davidson County, Tennessee on the southerly side of Old Charlotte Pike, described according to a survey made by Ralph W. C. Lambert, Surveyor on May 9, 1959 as follows: Beginning at a point in the center line of Old Charlotte Road at a stak in the property line between the lands of Herbert Cranch and Harry L. Jones; thence running with the said dividing line south 40° east 150 ft to an iron pin; thence south 15° 30' east 100 ft. to a stone pile; thenc 23° south east 105 ft. to a stake; thence south 32° west 59 ft. to a stake; thence south 23° east 470 ft. to a poplar tree across the branch thence south 48° 30' east 226 ft. to an iron pin; thence north 24° 15' west 305 ft. to the center of an 8' x 10' spring reservoir; north 72° [illegible] east to a point in the center of the water pump; it is the intention of the parties that this line should pass through the center of the entire water system; thence north 18° west 723 ft. through the center of the pressure tank of said water system to a stake and iron pin in the cente of the Old Charlotte Road; thence with the center of said road in a southwestwardly direction 187 feet to the point of beginning, containing 3.62 acres, more or less.

Being part of the same property conveyed to Harry L. Jones and wife, Virginia E. Jones by deed from James H. Haynes and wife, Hazel D. Haynes of record in Book 2734, page 355, said Register's Office.

As part of the consideration of this deed it is agreed by and between the Seller and Buyer of this property that nothing will be done to impair or restrict free use of the water system to either the Buyer or the Seller; the water is to be divided 50/50 and the parties are to have joint responsibility for the maintenance and repair of the said water system the buyer his heirs and assigns agree to pay $1.00 (one dollar) per month on the 1st day of each month toward the electric water pump bill. This is to be a covenant running with the land binding on all parties both present and future.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Willoughby Randall Sexton et ux Beverly Jean Sexton and their heirs and assigns, forever.

And they do covenant with the said Willoughby Randall Sexton et ux Beverly Jean Sexton and their heirs that they lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.

And they do further covenant and bind themselves & their heirs and representatives, to warrant and forever defend the title to the said land to the said Willoughby Randall Sexton et ux, Beverly Jean Sexton and their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness hand this day of , 19

Harry L. Jones

Virginia E. Jones

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