BK 2907

WARRANTY DEED THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

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

TEN AND NO/100 DOLLARS

of which $10.00 has been paid in cash by the Grantees herein, the receipt of which is hereby acknowledged, and for the remainder the said Grantees agree to assume the unpaid balance of a Deed of Trust executed by James A. Rainey and wife, Alice F. Rainey, to E.E. Murrey, Trustee, dated December 16, 1955, filed December 19, 1955, and recorded in book 2473, page 433, Register's Office for Davidson County, Tennessee, to secure the payment of a note of even date herewith for $11,000.00, with interest from date at the rate of 4 1/2% per annum on the unpaid balance until paid. Principal and interest shall be payable in monthly installments of $61.16, commencing on the first day of February, 1956, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1981.

We, JAMES A. RAINEY and wife, ALICE F. RAINEY

have bargained and sold, and by these presents do transfer and convey unto the said HERBERT P. MURPHY and wife, MILBREY M. MURPHY 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 Lot No. 49 on the Plan of Goodlettsville Heights, Section 3, as of record in Book 1835, page 98, Register's Office for said County.
Said Lot No. 49 fronts 174 feet on the westerly side of Garrett Drive and runs back 228 feet on the northerly line and 219.6 feet on the southerly line to a dead line, measuring 174.5 feet thereon.
Being the same real property conveyed to James A. Rainey and wife, Alice F. Rainey, by deed from Clyde Smith and wife, dated December 16, 1955, filed December 19, 1955, and recorded in book 2486, page 307, 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 Herbert P. Murphy and wife, Milbrey M. Murphy their heirs and assigns, forever.

And we do covenant with the said Herbert P. Murphy and wife, Milbrey M. Murphy 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.

And we, James A. Rainey and wife, Alice F. Rainey do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Herbert P. Murphy and wife, Milbrey M. Murphy their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 21st day of March, 19 59.

James A. Rainey

Alice F. Rainey

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