BK 2925

THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations, including the assumption by the grantees herein of the ~~DOLLARS~~ promissory note secured by a deed of trust executed by Nathaniel French Caldwell and wife, Gaynelle W. Caldwell, to Herschel Greer, Trustee, dated May 14, 1956, recorded May 15, 1956, of record in Book 2520, page 159, Register's Office for Davidson County Tennessee, given to secure the original principal sum of $13,600.00, and payable to Guaranty Mortgage Company of Nashville,

We, Nathaniel French Caldwell and wife, Gaynelle W. Caldwell ~~have bargained and sold, and by these presents do transfer and convey unto the said~~ Martin T. Binkley and wife, Ava B. Binkley ~~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. 163 on the Map of Brentwood Hall, Section VI, of record in Book 2331, page 20, Register's Office for said County.

BEGINNING on the southerly margin of Oakley Drive at the corner of Lots 161 and 163; thence with the line between said two lots southwardly 170 feet; thence North 87° 26' West 194.5 feet to the eastwardly margin of Stallworth Drive; thence with the same northwardly 144.1 feet to the beginning of a curve; thence around said curve, a radius of 25 feet northeastwardly 39.3 feet to the southerly margin of Oakley Drive; thence with same, eastwardly 169.5 feet to the beginning.

BEING the same property conveyed to Nathaniel French Caldwell and wife, Gaynelle W. Caldwell, by deed from Montague Construction Company, Inc., of Record in Book 2538, page 539, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the above described promissory note and deed of trust assumed by the grantees herein as well as the following and listed below.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Martin T. Binkley and wife, Ava B. Binkley **their heirs and assigns, forever.**

And we **do covenant with the said** Martin T. Binkley and wife, Ava B. Binkley **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 for restrictions of record in Book 2393, page 339, RODC and the plan of record in Book 2331, page 20 RODC, showing setback lines and easements.

And We, Nathaniel French Caldwell and wife, Gaynelle W. Caldwell **do further covenant and bind** our **heirs and representatives, to warrant and forever defend the title to the said land to the said** Martin T. Binkley and wife, Ava B. Binkley their **heirs and assigns against the lawful claims of all persons, whomsoever.**

Witness our **hand** this 25 **day of** April, 19 59

Nathaniel French Caldwell

Gaynelle W. Caldwell

STATE OF TENNESSEE
Davidson County

Personally appeared before me, James J. La Penna, **a Notary Public in and for said County and State, the within named** Nathaniel French Caldwell and wife, Gaynelle W. Caldwell

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 25 **day of** April, 19 59

Commission expires Oct 29 1962

James J. La Penna
Notary Public

PG 611