K 2960

Book 2761 Page 192

For and in consideration of the sum of $- - - - - - - - $10.00 - Ten and no/100 - - - - - - - - - - DOLLARS and other good and valuable considerations, cash in hand paid by Daura Avaritte and wife, Lorine B. Avaritte, the receipt of which is hereby acknowledged, and in further consideration of the said Daura Avaritte and wife, Lorine B. Avaritte, assuming and agreeing to pay the balance due on a debt more particularly described in a Deed of Trust executed by Arthur C. Masingill, Jr. and wife, to Thomas H. Malone, III, Trustee of record in Book 2761, page 281, to secure Life and Casualty Insurance Company of Tennessee, a note dated April 7, 1958, for $16,400.00, with interest at 5¼% per annum; both principal and interest payable $98.40 monthly, beginning May 1, 1958, balance April 1, 1983.

This conveyance is made subject to restrictions filed for record Nov. 26, 1956, in Book 2602, page 129, Register's Office for Davidson County, Tennessee.

We, Arthur C. Masingill, Jr. and wife, Maxine B. Masingill have bargained and sold, and by these presents do transfer and convey unto the said Daura Avaritte and wife, Lorine B. Avaritte 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. 11 on the Plan of Crest Meade, Section I, as of record in Book 2331, page 153, Register's Office for said County. Said Lot No. 11 fronts 204.3 feet on the southwesterly side of Georgetown Drive and extends back between lines, 180.7 feet on the northwesterly line and 205.4 feet on the southeasterly line to a dead line in the rear on which it measures 203.5 feet. Being the same property conveyed to Arthur C. Masingill, Jr. and wife, Maxine B. Masingill, by deed from Ira T. Adams and wife, of record in Book 2744, page 303, 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 Daura Avaritte and wife, Lorine B. Avaritte their heirs and assigns, forever.

And we do covenant with the said Daura Avaritte and wife, Lorine B. Avaritte 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, with exception of the before menticned Deed of Trust.

And Arthur C. Masingill, Jr. and wife, Maxine B. Masingill do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Daura Avaritte and wife, Lorine B. Avaritte their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 10th day of September, 1959

Arthur C. Masingill, Jr. — Maxine B. Masingill

STATE OF TENNESSEE
DAVIDSON COUNTY

Personally appeared before me, Ralph A. Davidson, Jr., a Notary Public in and for said County and State, the within named Arthur C. Masingill and Maxine B. Masingill

the bargainor, 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 Knoxville, Tennessee, this 10th day of September, 1959

Commission expires April 18, 1960 — Notary Public

TENNESSEE TITLE COMPANY

Warranty Deed

From Arthur C. Masingill, Jr., etux

To Daura Avaritte, et ux.

51124

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 15 day of Sep A.D. 1959 at 2:22 o'clock P.M.
Noted in Book 4422 Page 192
Recorded in Book Page
Recording Fee $2.20
JAMES P. WILSON, Register
By Deputy

Published by COMPANY TENNESSEE

South Mortgage Corporation

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