K 2963

For and in consideration of the sum of TEN AND NO/100 ***** DOLLARS ($10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and in further consideration of the assumption of and agreement by the Grantees herein to pay the principal balance now due, plus future interest, on a certain note, dated August 14, 1958 for the principal sum of $3,000.00, with interest at 5% per annum and a 1% service fee per annum; principal, interest and service fee all payable in 84 monthly installments of $43.83 each, beginning on the fourteenth day of September, 1958, balance August 14, 1965, payable to the order of the Nashville Bank and Trust Company, and secured by deed of trust executed by Milton E. Winham and wife, to Albert H. Thomas, Trustee, of record in Book 2823, page 181, Register's Office for Davidson County, Tennessee,

MILTON E. WINHAM and wife, BESS GRIGSBY WINHAM,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto

W. L. WAGGONER, unmarried. ***

hereinafter called the Grantee, his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being the northerly 20 feet of the westerly 120 feet of Lot No. 109 and the southerly 30 feet of the westerly 120 feet of Lot No. 110, on the Map of the Belmont Land Company's Plan of Lots, called Belmont Heights, of record in Book 421, page 34, Register's Office for said County.

Said parts of said Lots Nos. 109 and 110 front 50 feet on the easterly side of Belmont Boulevard and run back between parallel lines 120 feet to a dead line.

Being the same property conveyed to Milton E. Winham and wife, Bess Grigsby Winham, by deed from W. S. Boyd and wife, of record in Book 1344, page 316, 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 Grantee, his heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee that he is lawfully seised and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered, except as set forth above and except for 1959 taxes which have been prorated and assumed by the Grantees.

The Grantor further covenants and binds himself, his heirs, successors and representatives to warrant and defend the title to the said land to the Grantee, his heirs, successors and assigns against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, the Grantor has hereunto set his hand on this, the 5th day of October, 1959

Milton E. Winham

Bess Grigsby Winham

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Reau E. Folk, Jr., a Notary Public in and for the State and County aforesaid, personally appeared the within named Milton E. Winham and wife, Bess Grigsby Winham,

the bargainor(s), with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee this, the 5th day of October, 1959

Reau E. Folk, Jr.
Notary Public

My commission expires: July 23, 1962

REAU E. FOLK, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

54419

WARRANTY DEED
MC&F

From
MILTON E. WINHAM ET UX

To
W. L. WAGGONER

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 6 day
OCT A.D. 1959
at 11:09 o'clock A.M.
Recorded in Book 2963 Page 285
Recording Fee $2.00
JAMES P. WILSON, Register
By

REAU E. FOLK, JR., ATTY
NASHVILLE, TENNESSEE

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