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 Billy J. Cox and wife, Myrtie Lee Cox, the receipt of which is hereby acknowledged, and in further consideration of the said Billy J. Cox and wife, Myrtie Lee Cox assuming and agreeing to pay the balance due on a debt more particularly described in a Deed of trust executed by Daniel A. Overby and wife, to Thomas H. Malone, III, Trustee, of record in Book 2462, page 541, to secure Life & Casualty Insurance Company of Tennessee, one note dated October 12, 1955, for the sum of $11,200.00, with interest at 4½% per annum, both principal and interest payable $62.27 monthly, beginning November, 1, 1955, balance due October 1, 1980.

This conveyance is made subject to restrictions filed for record prior to February 15, 1950, in Book 1153, page 283, and restrictions filed for record October 2, 1950, in Book 1905, page 112, as amended by instrument filed for record January 10, 1951, in Book 1916, page 394, Register's Office for Davidson County, Tennessee.

We, Daniel A. Overby and wife, Mary Ann Overby

have bargained and sold, and by these presents do transfer and convey unto the said

Billy J. Cox and wife, Myrtie Lee Cox

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. 79 on the Map of Sections Three and Four, Moss Rose Heights, of record in Book 1835, page 103, Register's Office for said County.

Said Lot No. 79 fronts 80 feet on the east side of Ivy Drive and runs back between lines, 175.25 feet on the north line and 178.3 feet on the south line, to a dead line in the rear on which it measures 79.92 feet.

Being the same property conveyed to Daniel A. Overby and wife, Mary Ann Overby, by deed from C. S. Robinson and wife, of record in Book 2453, page 513, 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 Billy J. Cox and wife, Myrtie Lee Cox their heirs and assigns, forever.

And we do covenant with the said Billy J. Cox and wife, Myrtie Lee Cox 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 mentioned Deed of Trust.

And we, Daniel A. Overby and wife, Mary Ann Overby do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Billy J. Cox and wife, Myrtie Lee Cox their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 4th day of December, 1959

Daniel A. Overby (signature) — Daniel A. Overby

Mary Ann Overby (signature) — Mary Ann Overby

STATE OF TENNESSEE }
DAVIDSON COUNTY }

Personally appeared before me, Phillip E. Cole, a Notary Public in and for said County and State, the within named Daniel A. Overby and wife, Mary Ann Overby [illegible] with whom I am personally acquainted, and who acknowledged that they executed the [illegible] instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 4th day of December, 1959

Phillip E. Cole (signature)
Notary Public

My commission expires May 16, 1961

Warranty Deed

64196

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

JAMES P. WILSON, Register

TITLE INSURANCE CORPORATION