BK 3029

For and in consideration of the sum of $ 10.00

TEN AND NO/100----------DOLLARS

Cash in hand paid by the grantees herein, and other good and valuable considerations the receipt of which is hereby acknowledged, and for the further consideration that the grantees herein assume and agree to pay the remaining unpaid balance of a note dated May 19, 1956, executed by the grantors herein, payable to Murphree Mortgage Company, for the original sum of $8,800.00, with interest at 4½% per annum, both principal and interest payable $44.59 monthly, beginning July 1, 1956, final payment due June 1, 1986, and said debt secured by a deed of trust of record in Book 2522, page 185, Register's Office for Davidson County, Tennessee,

WE, WILLIAM BURLEY FITZGERALD AND WIFE, MILDRED P. FITZGERALD,

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

MAYFORD W. BROOKS AND WIFE, LOUISE BROOKS,

THEIR heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Being Lot No. 4 on the Plan of Crescent Heights, as of record in Book 2331, page 106, Register's Office for said County.
Said Lot No. 4 fronts 70 feet on the westerly side of Dodge Drive, and runs back 153.05 feet on the northerly line and 151.5 feet on the southerly line, to a dead line in the rear on which it measures 70 feet.
Being the same property conveyed to William Burley Fitzgerald and wife, Mildred P. Fitzgerald, by deed from Carl Batson, Inc., as of record in Book 2540, page 141, Register's Office for said County.

The above described property is being conveyed subject to restrictions in Book 2495, 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 MAYFORD W. BROOKS AND WIFE, LOUISE BROOKS, their heirs and assigns, forever.

And we do covenant with the said MAYFORD W. BROOKS AND WIFE, LOUISE BROOKS, 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 as hereinabove set out.

And we, the grantors, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said grantees herein, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 10th day of February, 19 60

Mildred P. Fitzgerald
Mildred P. Fitzgerald

William Burley Fitzgerald
William Burley Fitzgerald

STATE OF TENNESSEE
DAVIDSON COUNTY

Personally appeared before me, ... a Notary Public in and for said County and State, the within named William Burley Fitzgerald and wife, Mildred P. Fitzgerald

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 Nashville, Tennessee, this 10 day of February, 1960

Commission expires June 28-1963
Notary Public, Davidson County, State of Tennessee
June 28 1963

E. E. Batson
Notary Public

TENNESSEE TITLE COMPANY

72151
G-13526-Jmm

Warranty Deed

FROM WILLIAM BURLEY FITZGERALD, ET UX.

TO MAYFORD W. BROOKS, ET UX.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 16 day of FEB A.D. 1960 at 12:23 o'clock P.M.
Book No. 3029 Page 17
Recorded in Book Page
Recording Fee $2.00
JAMES P. WILSON, Register
By

TENNESSEE TITLE COMPANY
NASHVILLE, TENNESSEE
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

D/

BK 3029 PG 59