K 3034

For and in consideration of the sum of TEN AND NO/100 ********** DOLLARS ($ 10.00), and other good and valuable considerations paid by the Grantees herein, 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 September 11, 1958, in the original principal sum of $12,250.00, executed by Ernest C. Horne and wife, and payable to Guaranty Mortgage Company of Nashville, in monthly installments of $73.50 each, including interest at 5½% per annum, the said note being secured by a trust deed to Herschel Greer, Trustee, of record in Book 2828, page 191, Register's Office for Davidson County, Tennessee,

ERNEST C. HORNE and wife, JUANITA S. HORNE,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto CECIL M. FRENCH and wife, HILDA FRENCH, ***

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:

Land in Davidson County, Tennessee, being Lot No. 165 on the Plan of Sec. II, Charlotte Park, as of record in Book 2663, pages 22 and 23, Register's Office for said County.

Said Lot No. 165 fronts 66 feet on the southerly side of Edsel Drive, and runs back 215 feet on the westerly line and 180.8 feet on the easterly line, to a dead line in the rear on which it measures 87 feet.

Being the same property conveyed to Ernest C. Horne and wife, Juanita S. Horne, by deed from Gerald E. Sheridan and wife, as of record in Book 2804, page 345, said Register's Office.

This conveyance is made subject to restrictions of record in Book 2689, page 36, said Register's Office, and agreement of record in Book 2593, page 566, 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 seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered, except as shown above and except for 1960 taxes, which have been prorated and assumed by Grantee.

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 29th day of March, 1960

Ernest C Horne

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 Ernest C. Horne and wife, Juanita S. Horne, 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, the 29th day of March, 1960

Reau E. Folk, Jr.
Notary Public

My commission expires: July 23, 1962

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

WARRANTY DEED
MCB&F

From
ERNEST C. HORNE EX UX

To
CECIL M. FRENCH ET UX

27600

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 30 day of MAR A.D. 1960 at 10:22 o'clock A M.
Noted in Book 4545 Page 274
Recorded in Book Page
Recording Fee $2.00
JAMES P. WILSON, Register
By M. Lynch Dpt. Reg.

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

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