K 3066

WARRANTY DEED

For and in consideration of the sum of Ten & no/100 (10.00) - DOLLARS and other good and valuable considerations paid by Charles R. Padgett and wife, Bessie M. Padgett, the receipt of which is hereby acknowledged, including the assumption and agreement by the said Charles R. Padgett and wife, Bessie M. Padgett, to pay a loan in the principal amount of $16,550.00, payable to Fidelity Federal Savings & Loan Association, secured by deed of trust of record in Book 2914, page 547, R.O.D.C. Tennessee, - we, Horace L. Wright and Harvey A. Thomas, d/b/a Wright & Thomas *have bargained and sold, and by these presents do transfer and convey unto the said* - - - Charles R. Padgett and wife, Bessie M. Padgett, - - - - - - - - their *heirs 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. 170 on the Plan of Lincoya Hills, Section VI, as of record in Book 2331, page 71, Register's Office for said County.

Said Lot No. 170 fronts 218.79 feet on the westerly side of Knobdale Road and extends back 240.8 feet on the northerly side and 192.0 feet on the southerly side to a rear line which measures 130.1 feet thereon. Being the same property conveyed to Horace L. Wright and Harvey A. Thomas d/b/a Wright and Thomas, by deed from W. H. Freeman and wife, Marie T. Freeman, of record in Book 2880, page 41, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following:
1. Taxes for 1960 which have been pro rated and assumed by purchasers.
2. Restrictive covenants of record in Book 2450, page 363, RODC Tenn.
3. Plan recorded in Book 2331, page 71 said Register's Office shows an Owners Certificate, a 100 foot minimum building setback from Knobdale Drive, and a 10 foot easement for public utility purposes along the rear line of said lot, and a 2.5 x 20 foot utility anchor easement located on the northwest corner of said lot.

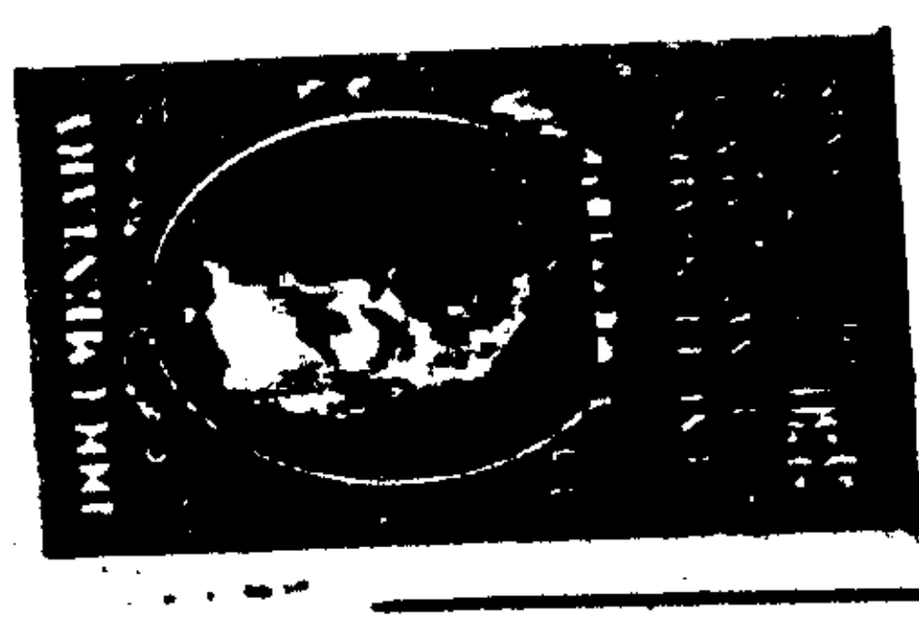
To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Charles R. Padgett and wife, Bessie M. Padgett, their - *heirs and assigns, forever.*

And We *do covenant with the said* Charles R. Padgett and wife, Bessie M. Padgett - - - - - - - - - - - - - - *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 above set out.

And we, Horace L. Wright and Harvey A. Thomas, d/b/a Wright and Thomas *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Charles R. Padgett and wife, Bessie M. Padgett, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand* s *this* 18th *day of* April, *19* 60, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*



Horace L Wright

Harvey A Thomas

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Hazel M. May, *a Notary Public in and for said County and State,* Horace L. Wright and Harvey A. Thomas

the within named 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* 18th *day of* April, *19* 60

Hazel M. May *Notary Public*

Commission expires 2-5-63

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