K 3070

WARRANTY DEED

For and in consideration of the sum of ten and no/100---------- ----------($10.00)----------*DOLLARS* cash in hand paid by J. W. Warner, III and wife, Joyce Walne Warner, and other good and valuable considerations, receipt of all of which is hereby acknowledged,

Haury and Smith Contractors, Inc., a Tennessee corporation, organized and existing under the laws ofthe State of Tennessee, with its principal office at Nashville, has *bargained and sold, and by these presents do transfer and convey unto the said* J. W. Warner, III and wife, Joyce Walne Warner, their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:*

Being lot No. 23 on the Plan of Seven Hills, Section 3, as of record in book 2663, page 89, Register's Office for said County.
Said lot No. 23 fronts 202.9 feet on the westerly side of Tara Drive and extends back 320 feet on the northerly line and 321 feet on the southerly line to a dead line, measuring 179.7 feet thereon.
Being part of the real property conveyed to Haury and Smith Contractors, Inc a Tennessed,corporation, by deed from H & S Development Company, Inc., dated September 15, 1959, filed September 16, 1959, and recorded in book 2960, page 293, said Register's Office.
This conveyance is made subject to ten-foot easement for public utilities along the southerly and westerly lines of premises and conditions of owners certificate, as shown on plan of record in book 2663, page 89, said Register's Office; and to restrictive covenants contained in an instrument of record in book 2881, page 552, 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 J. W. Warner, III and wife, Joyce Walne Warner, their *heirs and assigns, forever.*

And it does ~~it~~ *covenant with the said* J. W. Warner, III and wife, Joyce Walne Warner *that it is lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.,* except for taxes for the year 1960 which are prorated and assumed by purchasers.

And Haury and Smith Contractors, Inc. *do further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said* J. W. Warner, III and wife, Joyce Walne Warner, their *heirs and assigns against the lawful claims of all persons, whomsoever. Witness our hand s this fifth day of* May, 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.*

HAURY AND SMITH CONTRACTORS, INC.

ATTEST: [redacted] Secretary & Treasurer

BY: Earl E. Haury President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [redacted] *, a Notary Public in and for a* [redacted] *who acknowledged that* [redacted] *Tennessee,* [redacted] *Notary Public*

Commission expires [redacted]

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