K 3070

For and in consideration of the sum of Ten and no/100 - ($10.00) DOLLARS, cash in hand* paid to the seller by the purchaser the receipt of which is hereby acknowledged and in addition this conveyance is made subject to an indebtedness secured by a written lien of record in Book 1825, page 399; Book ____, page ____, Register's Office for Davidson County, Tennessee.

* and other good and valuable considerations

Malcolm L. Barrett and wife, Rachel S. Barrett

hereinafter called the Seller, has bargained and sold, and by these presents does transfer and convey unto Austin Billings and wife, Barbara Billings,

hereinafter called the Buyer, his heirs, successors 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. 78 on the Map of Miro Meadows as of record in Book 1424, pages 94 and 95, Register's Office for said County and described as follows:

Beginning at a point in the east margin of Kipling Drive at the corner of Lots Nos. 77 and 78; thence with the line between said lots easterly 144.5 feet to the corner of Lot No. 79; thence with the line between Lots Nos. 78 and 79, southerly 118 feet to the north margin of Kent Place; thence with the margin of the same westerly 123 feet to the beginning of a curve; thence around said curve northwesterly 31.42 feet to the east margin of Kipling Drive; thence with the margin of the same northerly 90.93 feet to the beginning.

Being the same property conveyed to Malcolm L. Barrett and wife, Rachel S. Barrett, by deed from Mrs. Nelda H. Hunt as of record in Book 2483, page 536, R. O. D. C., Tennessee.

This conveyance is made subject to restrictive covenants and easements of record in the Register's Office for Davidson County, Tennessee.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Seller, his heirs, successors, and assigns, forever.

And the Seller covenants with the said Buyer that he is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered. Except as aforesaid in the consideration clause and for the current year's land taxes.

And the Seller covenants and binds himself, his heirs, successors and representatives, to warrant and forever defend the title to the said land to the said Buyer, his heirs, successors and assigns against the lawful claims of all persons whomsoever.

The word "Seller" when used, is meant to include the Grantor or Grantors named in the conveying clause of this deed.

The word "Buyer" when used, is meant to include the Grantee or Grantees named in the conveying clause of this deed.

Whatever gender used shall be construed to mean any gender.

Witness our hands this 5th day of April, 1960.

Malcolm L. Barrett

Rachel S. Barrett

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, R. L. Waller, a Notary Public in and for the State and County aforesaid, personally appeared the within named Malcolm L. Barrett and wife, Rachel S. Barrett, the bargainer(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 9 day of April, 1960.

R. L. Waller
Notary Public

My Commission Expires May 9, 1961
My commission expires:

83837

WARRANTY DEED

From

Malcolm L. Barrett et ux

To

Austin Billings et ux

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 12 day of May A.D. 1960 at 3:01 o'clock P. M.
Noted in Book 95 Page 701
Recorded in Book ____ Page ____
Recording Fee $2.00
JAMES P. WILSON, Register
By C. McKinley

G 461