K 3071

FOR AND IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR, cash in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the assumption by the hereinafter named Grantees of the unpaid balance of a certain mortgage indebtedness executed in favor of Kimbrough-Phillips Company in the original principal amount of $11,900.00, the same being of record in Trust Deed Book 2625, page 597, Register's Office, Davidson County, Tennessee, and the said Grantees having agreed to assume all liabilities and obligations in connection with said mortgage indebtedness, WE, BENJAMIN D. WHATLEY, JR. and wife, BEULAH L. WHATLEY, have bargained and sold and by these presents do transfer and convey unto J. E. ABERNATHY and wife, FAYE S. ABERNATHY, their heirs and assigns, a certain tract or parcel of land located and situated in the County of Davidson, State of Tennessee, and being bounded and described as follows, to-wit:

Being Lot No. 12 on the Plan of Happy Acres Subdivision, of record in Book 2331, page 63, Register's Office for Davidson County, Tennessee, described as follows: Said Lot No. 12 fronts 100 feet on the northerly side of Allen Road and extends back between lines 183.7 feet on the easterly side and 190 feet on a broken line on the westerly side to a dead line in the rear on which it measures 76.3 feet.

Being the same property heretofore conveyed to Benjamin D. Whatley, Jr. and wife, Beulah L. Whatley, by warranty deed of record in Deed Book 2749, page 199, Register's Office, 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 J. E. ABERNATHY and wife, FAYE S. ABERNATHY, their heirs and assigns, forever.

AND WE DO COVENANT with the said J. E. ABERNATHY and wife, FAYE S. ABERNATHY, that we are lawfully seized and possessed of said land in fee simple; have a good and lawful right to sell and convey the same, and that said property is clear and unencumbered, except for the mortgage indebtedness hereinabove set forth and assumed by the Grantees.

AND WE DO COVENANT and bind ourselves, our heirs and assigns, to warrant and forever defend the title to said property to the said J. E. ABERNATHY and wife, FAYE S. ABERNATHY, their heirs and assigns against the lawful claims of all persons whomsoever.

WE also convey to J. E. ABERNATHY and wife, FAYE S. ABERNATHY, the escrow fund held by Kimbrough-Phillips Company.

WITNESS OUR HANDS this the 18th day of May, 1960.

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