BK 3072

WARRANTY DEED

For and in consideration of the sum of ($10.00)
- - - - - - - - - - - - - - TEN AND NO/100 - - - - - - - - - - - - - - - - - *DOLLARS*
cash in hand paid and other good and valuable considerations, paid by the grantees, the receipt of which is hereby acknowledged, and the assumption by the grantees herein, of an unpaid principal balance of $8,373.33 of an original note dated August 1, 1956, in the amount of $8,950.00, which note is secured by a Deed of Trust executed by James Todd McCullough and wife, to John W. Murphree, Trustee, of record in Book 2560, page 267, Register's Office for Davidson County, Tennessee.

We, L. A. Sturdivant and wife, Elizabeth Pitt Sturdivant

have bargained and sold, and by these presents do transfer and convey unto the said James R. Mooneyham and wife, Edna A. Mooneyham, 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. 3 on the Plar of Mertie Milwee Property, of record in book 2331, page 117, Register's Office for said County.
Said Lot No. 3 fronts 73 feet on the south side of Imperial Drive and runs back between parallel lines 150 feet to a dead line.
Being the same real property conveyed to L. A. Sturdivant and wife, Elizabeth Pitt Sturdivant, by deed from Leon Alexander and wife, dated April 14, 1960, filed April 20, 1960, and recorded in book 3067, page 129, said Register's Office.

This conveyance is made subject to restrictions of record in book 2538, page 99, and in book 2499, page 289, and in book 1787, page 403, Register's Office for Davidson County, Tennessee, and ten-foot easement for public utility purposes along rear line of premises, anchor easement at northeast corner, 40-foot building setback line from Imperial Drive, and conditions of owners certificate, as shown on plan of record in book 2331, page 117, Register's Office for Davidson County, Tennessee.

We hereby transfer and assign all our right, title and interest in and to the escrow account held by Murphree Mortgage Company in connection with the above loan to the grantees herein.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said James R. Mooneyham and wife, Edna A. Mooneyham, their

heirs and assigns, forever.

And we do covenant with the said James R. Mooneyham and wife, Edna A. Mooneyham *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 for the 1960 State and county taxes, which have been pro-rated and assumed by the grantees herein.

And we, L. A. Sturdivant and wife, Elizabeth Pitt Sturdivant
do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said James R. Mooneyham and wife, Edna A. Mooneyham, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our hand s this 17th *day of* May, 1960.

x L. A. Sturdivant

x Elizabeth Pitt Sturdivant

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Yvonne Evans, *a Notary Public in and for said County and State,* L. A. Sturdivant and Elizabeth Pitt Sturdivant

the within 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 *17th day of* May, *19* 60.

Yvonne Evans *Notary Public*

Commission expires October 27, 1962

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