K 3074

WARRANTY DEED G-7556 — DEAN E. FOLK, JR., FORM — **NASHVILLE TITLE COMPANY**

For and in consideration of the sum of TEN AND NO/100 ***** DOLLARS ($10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and in further consideration of the assumption of and agreement by the Grantees herein to pay the principal balance now due, plus future interest, on a certain note, dated December 8, 1958, for the principal sum of $24,500.00, payable $176.53 per month, including principal and interest at 5% plus 1% service fee per annum, beginning January 1, 1959, balance monthly until paid, to the order of Home Federal Savings and Loan Association, and secured by deed of trust, executed by Hyman L. Waxman and wife, Dorothy C. Waxman, to E. A. Goodloe, Trustee, of record in Book 2874, page 477, Register's Office for Davidson County, Tennessee,

HYMAN L. WAXMAN and wife, DOROTHY C. WAXMAN,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto J. CARL HOWELL, Jr., and wife, SUE S. HOWELL, ***

hereinafter called the Grantee, his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being the northerly half of Lot No. 9 and all of Lots Nos. 10 and 11 on the unrecorded map of Jackson Park River Section described according to a survey made by W. E. Southgate in April, 1931, as follows:

Beginning on the easterly margin of Brush Hill Road at the corner of Lots Nos. 11 and 12 which is 112 feet 6 inches southerly from the southeast corner of Brush Hill Road and a 25 foot street shown on the Plan of Haysboro Subdivision, as of record in Book 547, page 16, Register's Office for said County; and running thence with the line between Lots Nos. 11 and 12, eastwardly 392 feet to a point 25 feet east from the top of the bluff of Cumberland River, this point being about 95 feet southwardly from the south boundary line of said Road as shown on said Haysboro Plan if said Road were extended eastwardly; thence southwardly 234 feet, more or less, to a point in the east margin of Lot No. 9; thence westwardly 344 feet, more or less, to the easterly margin of Brush Hill Road; thence up said Road, northwardly 250 feet to the beginning.

Being the same property conveyed to Hyman L. Waxman and wife, Dorothy C. Waxman, by deed from Paul T. Sanders and wife, Louise Thompson Sanders of record in Book 2856, page 91, 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 Grantee, his heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee that he is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered, except as set out above, and except for taxes for 1960, which have been prorated and assumed by the Grantees.

The Grantor further covenants and binds himself, his heirs, successors and representatives to warrant and defend the title to the said land to the Grantee, his heirs, successors and assigns against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, the Grantor has hereunto set his hand on this, the 3rd day of June, 1960.

Hyman L. Waxman

Dorothy C. Waxman

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Joanne B. Tidwell, a Notary Public in and for the State and County aforesaid, personally appeared the within named Hyman L. Waxman and wife, Dorothy C. Waxman, the 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, the 3rd day of June, 1960.

Joanne B. Tidwell
Notary Public

My commission expires: May 15, 1963

PG 311