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WARRANTY DEED

Russell A. Scruggs, Sr., and wife Zola M. Scruggs

to

Reginald Joe Phillips and wife Minnie Hatfield Phillips

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 14 day of June A.D. 1960 at 11:45 o'clock A.M.
Noted in Book 96 Page 77
Recorded in Book ___ Page ___
Recording Fee $2.00
JAMES P. WILSON, Register
By ___ Del. Reg.

HERMAN L. TRAUTMAN
ATTORNEY AND COUNSELOR
328 KIRKLAND HALL
VANDERBILT UNIVERSITY
NASHVILLE 5, TENNESSEE

THIS INDENTURE WITNESSETH that for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned Russell A. Scruggs, Sr., and wife, Zola M. Scruggs, hereby convey and warrant to Reginald Joe Phillips and wife, Minnie Hatfield Phillips, the following described real estate located in Davidson County, Tennessee:

Lot No. 12 of Block "C" on the map of Woodmont Lane Homesites, as of record in Book 1130, page 13, Register's Office for said County.

Said lot is triangular in shape and measures 225 feet on the northeasterly side of Woodmont Lane as measured around a slight curve, and runs back between lines, 161 feet on the north line and 173.8 feet on the east line to a point in the rear.

Being the same property conveyed to Russell A. Scruggs, Sr., and wife, Zola M. Scruggs, by deed from J. Douglas Wright and wife, as of record in Book 2482, page 145, said Register's Office.

TO HAVE AND TO HOLD the above described real estate and all appurtenances thereunto belonging to the above named Grantees in fee simple.

Covenants of Warranty and Assumption of Mortgage: Russell A. Scruggs, Sr., and wife, Zola M. Scruggs, hereby covenant that they are lawfully seized of said land in fee simple; that they have a good right to convey it, and that the same is unencumbered except for a deed of trust executed by Wiley Lee Mitchell and wife, to Louise Leftwich, Jr., Trustee, as of record in Book 2605, page 467, to secure Fidelity Federal Savings and Loan Association on a note dated July 9, 1954, in the original sum of $9,550 with interest at 5% per annum, both principal and interest payable $75.55 monthly, the remaining unpaid balance on which mortgage indebtedness the above named Grantees, Reginal Joe Phillips and wife, Minnie Hatfield Phillips, hereby promise and assume to pay, and further except for a water contract of record in Book 1071, page 420, and except for those restrictions shown on the recorded plan which include a 50-foot setback line, a partial easement long the north line for a creek or drain, and an easement for public utilities along the north line of the lot.

Russell A. Scruggs, Sr., and wife, Zola M. Scruggs, further covenant that they will warrant and defend the title of the Grantees against the lawful claims of all persons.

IN WITNESS WHEREOF the undersigned Russell A. Scruggs, Sr., and wife, Zola M. Scruggs, have hereunto signed their names and executed this warranty deed at Nashville in the State of Tennessee, on this 10 day of June, 1960.

Russell A. Scruggs Sr.
Zola M. Scruggs
GRANTORS

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, L. W. Carney a Notary Public in and for the said County and State, the above named Russell A. Scruggs, Sr. and wife, Zola M. Scruggs, the grantors and bargainors in the above warranty deed, with whom I am personally acquainted, and they acknowledged that they executed the within instrument for the purposes therein contained, and they further acknowledged that the execution by them was and is done freely, voluntarily, understandingly and without compulsion or restraint.

Witness my hand and official seal at Nashville in the State of Tennessee, this 10 day of June, 1960.

My Commission Expires:
February 7,1961

L. W. Carney
NOTARY PUBLIC

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