BK 3104

WARRANTY DEED TOM G. COLEMAN, FORM

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 2999, page 567; Book , page , Register's Office for Davidson County, Tennessee.

A further consideration for this conveyance is that the purchasers relieve the sellers of any liability on the note and deed of trust recorded in Book 3052, page 149, of the Register's Office for Davidson County, Tennessee.

* and other good and valuable considerations,

J. E. Kessler and wife, Winnie Lee Kessler and B. R. Potter and wife, Joyce Paul Potter

hereinafter called the Seller, has bargained and sold, and by these presents does transfer and convey unto Charles Galbreath and wife, Joyce Galbreath,

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:

Being Lot No. 262 on the plan of Hillwood Estates, Section 7, of record in Book 2613, page 33, Register's Office for Davidson County, Tennessee.

Beginning on the Southwesterly margin of Summerly Drive at the corner of Lots Nos. 261 and 262, thence with the line between said two lots southwesterly 169 feet, thence S. 40° 53 min. W. 167.11 feet; thence S. 82° 37 min. E. 268.82 feet to the corner of Lots Nos. 262 and 263; thence with the line between said two lots northeasterly 532 feet to the southeasterly margin of Summerly Drive; thence with the same northwesterly 107.4 feet to the beginning.

Being the same property conveyed to J. E. Kessler by deed from B. R. Potter and wife, Joyce Paul Potter by unrecorded deed dated the 15th day of April 1960, and the same property conveyed to B. R. Potter and wife, Joyce Paul Potter, by deed from H. G. Hill Realty Company, of record in Book 2870, page 545, Register's Office for said County.

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 hand s this 12th day of August, 1960.

Billy R. Potter x J E Kessler
J.E. Kessler

Joyce Paul Potter x
Winnie Lee Kessler

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Tom G. Coleman a Notary Public in and for the State and County aforesaid, personally appeared the within named J.E. Kessler and wife, Winnie Lee Kessler 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 12th day of August, 1960.

Tom G. Coleman
Notary Public

My commission expires: NOV. 13, 1960

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