BK 3130

[H-M-79406]

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 2676 , page 351 ; Book ____ , page ____ , Register's Office for Davidson County, Tennessee.

* and other good and valuable considerations

Robert C. Whitaker, Sr., and wife, Sara Virginia Whitaker,

hereinafter called the Seller, has bargained and sold, and by these presents does transfer and convey unto Archie C. Phillips and wife, Mattie L. Phillips,

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:

Land in Davidson County, Tennessee, lying and being in the 13th (old 23rd) Civil District of Davidson County, Tennessee, and more particularly described as follows:

Beginning at the margin of the Old Tas Hyde Road, now known as the New Sulphur Creek Road, and the northeast corner of the land herein conveyed and being the southeast corner of the land formerly conveyed by Grantors to Mrs. Susie Blunkall Henderson, of record in Book 1422, page 277, Register's Office for Davidson County, Tennessee; thence in a westerly direction and with the said Susie Blunkall Henderson line 322 feet to an iron pin on the side of the hill.

Thence in a southerly direction 276 feet to an elm tree and being the southwest corner of the land herein conveyed; thence in an easterly direction 295 feet to the margin of said New Sulphur Creek Road; thence in a northerly direction and with the west margin of said New Sulphur Creek Road 340 feet to the point of beginning.

Being the same property conveyed to Robert C. Whitaker, Sr., and wife, Sara Virginia Whitaker, by deed from T. B. L. Paymer and wife, of record in Book 2702, page 599, Register's Office for Davidson County, Tennessee.

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.

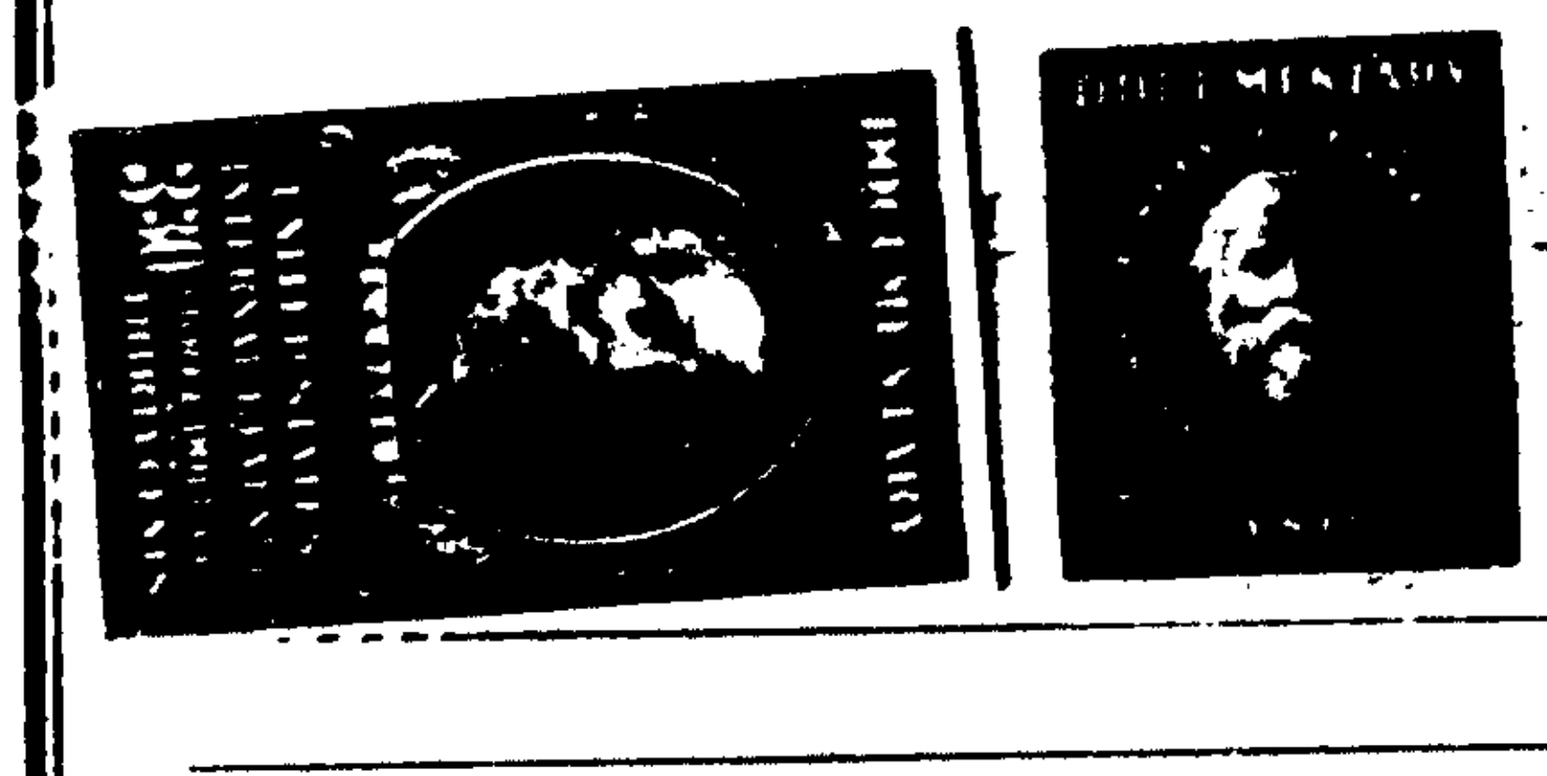
And the Seller covenants and binds himself, his heirs, successors and representatives, to warrant and forever defend the title to the said land to the said Buyer, his heirs, successors and assigns against the lawful claims of all persons whomsoever.

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 hands this 9th day of September , 19 60 .



Robert C. Whitaker Sr.

Sara Virginia Whitaker

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, H E Jenkins , a Notary Public in and for the State and County aforesaid, personally appeared the within named Robert C. Whitaker, Sr., and wife, Sara Virginia Whitaker 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 9th day of September , 19 60 .

My Commission Expires October 12, 1963

My commission expires: ____________

H E Jenkins
Notary Public
NOTARY PUBLIC AT LARGE
FOR THE STATE OF TENNESSEE
HICKMAN COUNTY

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