BK 3130

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 the unpaid principal balance of $2,546.98 of an original note dated February 24, 1958, in the amount of $3,500.00, which note is secured by a Deed of Trust executed by Horace L. Smith and wife, to Emmett H. Proctor, Trustee, of record in book 2755, page 303, Register's Office for Davidson County, Tennessee.

I, Horace L. Smith and wife, Dorothy A. Smith,

have bargained and sold, and by these presents do transfer and convey unto the said H. E. Pilkerton and wife, Millie K. Pilkerton, their

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Situated in Davidson County, Tennessee, being part of lot No. 4 on the Plan of Bransford Acres, Resurvey No. 1, a subdivision of the Frank Brown Place, as of record in book 547, page [illegible], Register's Office for said County, described according to a survey made by Lewis E. Walker, Surveyor, May 16, 1958, as follows:

Beginning at a point in the northern margin of Dutch Church Pike, 191.7 feet southerly from the southeast corner of said Pike and Irving Lane; thence with the easterly margin of said Pike south 8 degrees 24 east 100 feet to a point in the northern boundary line of lot No. 3 of said plan; thence with the line between said lots Nos. 3 and 4 south 88 degrees east 175 feet; thence north 8 degrees 24 west 100 feet; thence westerly 175 feet to the easterly margin of said Dutch Church Pike, the point of beginning.

Being the property conveyed to Horace L. Smith and wife, Dorothy A. Smith, by deed of [illegible] Cooper and wife, of record in Book 3105, page 123, 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 said H. E. Pilkerton and wife, Millie K. Pilkerton, their

heirs and assigns, forever.

And I *do covenant with the said* H. E. Pilkerton and wife, Millie K. Pilkerton,

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 we, Horace L. Smith and wife, Dorothy A. Smith

do further covenant and bind ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* H. E. Pilkerton and wife, Millie K. Pilkerton,

their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand* s *this* 5th *day of* September, *19* 60, ~~the corporate party, if any, having caused the same to be signed hereto by its duly authorized officers on said day and date.~~

Horace L. Smith
Dorothy A. Smith

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Hugh J. Bradley, *a Notary Public in and for said County and State,* Horace L. Smith and Dorothy A. Smith

the within named 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* 5th *day of* September, *19* 60.

Hugh J. Bradley *Notary Public*

Commission expires April 23, 1963.

PG 329