K 3131

WARRANTY DEED THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

For and in consideration of the sum of TEN and No/100 ($10.00) DOLLARS cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and the further consideration that the grantees, Whitfield Parham and wife, Phebe I. Parham, have assumed and agreed to pay the unpaid balance of a note dated September 24, 1956, in the original principal sum of $4,000.00, payable in 108 monthly installments of $48.03 each, including principal and interest at the rate of 6% per annum, beginning November 1, 1956, and secured by a vendor's lien retained in the deed of record in Book 2595, page 164, Register's Office for Davidson County, Tennessee,

we, Roderick T. Foster and wife, Pauline K. Foster, have bargained and sold, and by these presents do transfer and convey unto the said Whitfield Parham and wife, Phebe I. Parham, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

Being the westerly 40 feet of Lot No. 4 on the Plan of S.A. Champion's Subdivision of certain lots in Harding Addition, as of record in Book 161, page 132, Register's Office for said County.

According to a survey made by Hickerson and Miller, Engineers, September 20, 1956, said westerly part of Lot No. 4 fronts 40 feet on the northerly side of Heiman Street and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Roderick T. Foster and wife, Pauline K. Foster, by deed from Phil Cohen and wife, Sara K. Cohen, of record in Book 2595, page 164, 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 Whitfield Parham and wife, Phebe I. Parham, their heirs and assigns, forever.

And We do covenant with the said Whitfield Parham and wife, Phebe I. Parham, 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 1960 taxes which are prorated and assumed by the grantees.

And We, Roderick T. Foster and wife, Pauline K. Foster, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Whitfield Parham and wife, Phebe I. Parham, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand S this 19th day of September, 1960

Roderick T. Foster

Pauline K. Foster

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