BK 3133

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WARRANTY DEED

For and in consideration of the sum of eleven thousand, seven hundred, fifty and no/100----------($11,750.00)----------*DOLLARS* cash in hand paid by Morgan C. Wheat and wife, Cleopha West Wheat, receipt of which is hereby acknowledged,

we, William Davis and wife, Eva May Davis *have bargained and sold, and by these presents do transfer and convey unto the said* Morgan C. Wheat and wife, Cleopha West Wheat, their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:*

Being the westerly 55 feet front of lot No. 22 on the revised plan of West End Park, as of record in book 421, pages 82 and 83, Register's Office, for said County, described according to a survey made by Erle Drake, County Surveyor, July 10, 1934, as follows:
Beginning on the northerly margin of Bellwood Avenue at the corner of lots Nos. 21 and 22 on said plan; thence northerly with the line between said two lots, 110.2 feet to the southerly margin of an alley; thence with the southerly margin of said alley, easterly 68.1 feet, more or less, to Frank B. Emmerling's N. W. corner; thence with his westerly line, southerly 127.5 feet to the northerly margin of said Avenue; thence with the northerly margin of said Avenue, westerly 55 feet to the beginning.
Being the same real property conveyed to William Davis and wife, Eva May Davis by deed from Gertrude H. Ellis, et al, dated May 15, 1958, filed May 15, 1958, and recorded in book 2748, page 475, said Register's Office.
This conveyance is made subject to restrictive covenants of record in book 560, page 483, 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 Morgan C. Wheat and wife, Cleopha West Wheat, their *heirs and assigns, forever.*

And we *do covenant with the said* Morgan C. Wheat and wife, Cleopha West Wheat *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 for taxes for the year 1960 which are prorated and assumed by purchasers.

And we, William Davis and wife, Eva May Davis *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Morgan C. Wheat and wife, Cleopha West Wheat, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand* s *this* 3rd *day of* October, 1960, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

William Davis

Eva May Davis

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, L. R. Grimes Jr., *a Notary Public in and for said County and State,* William Davis and wife, Eva May Davis

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* 4th *day of* October, 19 60

MY COMMISSION EXPIRES OCT. 24, 1961

L. R. Grimes Jr., *Notary Public*

My Commission expires

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