BK 3179



*For and in consideration of the sum of* ($1.00)
One and no/100 ..... *DOLLARS*
cash in hand paid by Myrtle Mai Hite, the receipt of which is hereby acknowledged, and the assumption of an unpaid balance of a certain note held by the Fidelity Savings & Loan Association of Nashville in the original principal amount of $4,000.00, as described in a Deed of Trust executed by Mrs. Myrtle Mai Hite to Louis Leftwich Jr., Trustee, dated July 1, 1955, filed July 5, 1955, and recorded in Book 2422, page 355, Register's Office of Davidson County, Tennessee and the cancellation of a lien promissory note in the original principal amount of $5,550.00, now reduced to $5,382.42, with unpaid interest, as recorded in Book 3029, page 94 R.O.D.C. Tenn.

We *have bargained and sold, and by these presents do transfer and convey unto the said*
Myrtle Mai Hite
her *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:*

being Lot No. 73 and the westerly 10 feet of Lot No. 72 on the Plan of Barrow's Addition to Edgefield, now East Nashville, as of record in Plan Book 1, page 13, Chancery Court for said County.

Said Lot No. 73 and the westerly part of Lot No. 72 front together 60 feet on the southerly side of Russell Street and run back between parallel lines with the easterly margin of 8th Street, formerly Hobson Street, 170 feet to an alley.

Being the same property conveyed to Otis McClellan and wife, Ima Jean McClellan by deed from Myrtle Mai Hite, of record in Book 3029, page 94, 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* Myrtle Mai Hite
her *heirs and assigns, forever.*

*And* we *do covenant with the said* Myrtle Mai Hite
*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 stated herein, and unpaid taxes, which are to be assumed by purchaser

*And* we, Otis McClellan and wife, Ima Jean McClellan
*do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* ~~Otis McClellan and wife, Ima Jean McClellan~~
~~trust~~ her Myrtle Mai Hite *heirs and assigns against the lawful claims of all persons, whomsoever.*

*Witness* our *hand* s *this* 21st *day of* December, *19* 60, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Otis McClellan

Ima Jean McClellan

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* L.O. Hardaway, *a Notary Public in and for said County and State,*

Otis McClellan and wife, Ima Jean McClellan

*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* 21st *day of* December, *19* 60

L.O. Hardaway *Notary Public*

*Commission expires* Oct. 26, 1963

STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this 24 day of JAN A.D. 1961 at 11:45 o'clock A.M.
Noted in Book 3179 Page 112
Recorded in Book ____ Page ____
Recording Fee ____
JAMES P. WILSON, Register
By ____ D.C.

REGISTER'S OFFICE

Compliments of
Laranty Title Company
A Division of
Title Insurance Company
Fifth Third Trust Building
Cor. Third & Union
NASHVILLE, TENNESSEE

WARRANTY DEED
FROM
Myrtle Mai Hite
TO
Otis McClellan, et ux

23115

PG 112