K 3180

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 an unpaid principal balance of $3,255.10 of an original note dated August 3, 1949, in the amount of $7,500.00, which note is secured by a Deed of Trust executed by C. W. Binkley and wife, to Miller Kimbrough, Trustee, of record in book 1740, page 167, Register's Office for Davidson County, Tennessee.

We, C. W. Binkley and wife, Mary Adcock Binkley

have bargained and sold, and by these presents do transfer and convey unto the said James M. Russell and wife Delores G. Russell, their

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

Land in Davidson County, Tennessee, being the easterly 50 feet of lot No. 61 on the plan of Trinity Heights Addition, as of record in book 161, page 38, Register's Office for said County.

Said part of lot No. 61 fronts 50 feet on the northerly side of Fuller Avenue and runs back between parallel lines 150 feet to an alley.

Being the same real property conveyed to C. W. Binkley and wife, Mary Adcock Binkley, by deed from Robert D. Sullivan and wife, dated July 6, 1950, filed July 10, 1950, and recorded in book 1854, page 461, said Register's Office.

This conveyance is made subject to restrictions of record in book 342, page 588, Register's Office for Davidson County, Tennessee.

We hereby assign all our rights, interest and title in the escrow account unto the grantees herein.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said James M. Russell and wife, Delores G. Russell, their

heirs and assigns, forever.

And we *do covenant with the said* James M. Russell and wife, Delores G. Russell

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, C. W. Binkley and wife, Mary Adcock Binkley

do further covenant and bind ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* James M. Russell and wife, Delores G. Russell, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our hands *this* January 19th, 1961, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

C. W. Binkley

Mary Adcock Binkley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Hugh J. Bradley, *a Notary Public in and for said County and State,* C. W. Binkley and Mary Adcock Binkley

the within named bargainors, 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* 30th *day of* January, *19* 61.

Hugh J. Bradley *Notary Public*

My Commission Expires April 23, 1963.

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