K 3180

WARRANTY DEED

For and in consideration of the sum of - - - - - - - TEN AND NO/100 - - - - - - - - - - - - - - - - - - - ($10.00) - *DOLLARS* cash in hand paid by TED H. COLE AND WIFE, RUBYE JEWELL T. COLE and other good and valuable considerations, the receipt of all of which is hereby acknowledged,

we, ROBERT T. PARKER AND WIFE, ERNESTINE PARKER *have bargained and sold, and by these presents do transfer and convey unto the said* TED H. COLE AND WIFE, RUBYE JEWELL T. COLE their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:* being the south 28 feet of Lots Nos. 123, 124, 125 and 126, and east 200 feet of Litton Avenue as closed by instrument of record in Book 1373, page 147, Register's Office for said County, on the Plan of Riverside Drive Subdivision, of record in Book 974, pages 60 and 61, said Register's Office.

Said properties adjoin and front together 68 feet on the easterly side of a 45 foot street dedicated to the public by instrument of record in Book 1255, page 574, said Register's Office, now known as Litton Place, and runs back between parallel lines along the north line of Lot No. 101, which is the south line of Litton Avenue, now closed, as aforesaid, 200 feet to a dead line.

Being the same property conveyed to Robert T. Parker and wife, Ernestine Parker, by deed from John W. Carroll and wife, as of record in Book 1809, page 31, Register's Office for said County.

The above described property is conveyed subject to restrictions of record in Book 1165, page 74; Book 664, page 392; and conditions on the plan of record in Book 974, pages 60 and 61, 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 TED H. COLE AND WIFE, RUBYE JEWELL T. COLE their *heirs and assigns, forever.*

And we *do covenant with the said* TED H. COLE AND WIFE, RUBYE JEWELL T. COLE *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 by taxes for the year 1961 which have been prorated and are hereby assumed by the grantee.

And we, ROBERT T. PARKER AND WIFE, ERNESTINE PARKER *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* TED H. COLE AND WIFE, RUBYE JEWELL T. COLE their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand* s *this* 28th *day of* January, *19* 61, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Robert T. Parker
(Robert T. Parker)

Ernestine Parker
(Ernestine Parker)

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ MADISON

Personally appeared before me Mildred L. Smith, *a Notary Public in and for said County and State,* ROBERT T. PARKER AND WIFE, ERNESTINE PARKER *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 Jackson, *Tennessee, this* 28th *day of* January, 1961

Mildred L. Smith *Notary Public*

Commission expires 7-16-63

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