BK 3217

27 32618

WARRANTY DEED

FROM

LEILA J. PALMER and husband,

E. S. PALMER,

TO

JOHN E. CAIN, JR. and JOHN E. CAIN, III.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record
APR 4 A.D. 1961
at 1:00 o'clock P.M.
Noted in Book 3217 Page 532
Recorded in Book Page
Recording Fee $2.00
JAMES P. WILSON, Register
By Deputy

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

WARRANTY DEED

For and in Consideration of the sum of ($86,084.00)

EIGHTY-SIX THOUSAND, EIGHTY-FOUR & NO/100- - - - - - - - - - - - - - - - - DOLLARS

of which $25,000.00 has been paid in cash by John E. Cain, Jr. and John E. Cain, III, the receipt of which is hereby acknowledged, and for the remainder of $61,084.00 the said John E. Cain, Jr. and John E. Cain, III, for a part of the remainder, have assumed and agreed to pay the unpaid balance of a first mortgage loan in the principal sum of $11,000.00, now on the herein conveyed property, subject to all terms and conditions thereof, secured by a deed of trust note in favor of Frank B. Welch Company and deed of trust to Frank B. Welch, Trustee, dated January 29, 1959 and of record in Book 2893, page 486, Register's Office for Davidson County, Tennessee, reference to said record hereby given for a complete description of said first mortgage loan; and for the remainder the said John E. Cain, Jr. and John E. Cain, III, have executed a vendor's lien note, dated March 27th, 1961, in the principal sum of $50,084.00, payable on or before September 27th, 1962 to the order of Leila J. Palmer and husband, E. S. Palmer, said note bearing interest from date, until paid, at the rate of 5% per annum, payable semi-annually, and to secure payment of said note, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed:

we, LEILA J. PALMER and husband, E. S. PALMER,

have bargained and sold, and by these presents do transfer and convey unto the said JOHN E. CAIN, JR. and JOHN E. CAIN, III, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in the 2nd, formerly the 5th, Civil District of Davidson County, Tennessee, described according to a survey made by Z. J. Wilkinson, Surveyor, March 20, 1961, as follows:
Beginning at a point in the center of Murfreesboro Pike, said point being South 3° 30' west 60 feet from the southeast corner of the property conveyed to Frank Holman and wife by deed from Leon A. Holman and wife, of record in book 2280, page 355, Register's Office for said County; thence north 3° 30' east 2205 feet to the center of Anderson Road; thence with the center of the same, south 87° 00' east 2805 feet; thence south 11° 15' east 1661 feet; thence south 85° 30' east 683.5 feet; thence south 4° 30' west 1630 feet to the center of Hamilton Church Road; thence with the center of the same, north 84° 45' west 820 feet and continuing with the same, north 86° 18' west 780 feet; thence north 3° 45' east 225 feet; thence north 86° 18' west 289 feet; thence south 62° west 820 feet to the center of the Murfreesboro Pike; thence with the center of the same, north 43° 46' west 1755 feet to the beginning, containing 215.21 acres, more or less.

Said property was conveyed to Leila J. Blair, now Leila J. Palmer, by deed from J. T. Blair, of record in book 802, page 252; agreement between J. T. Blair and Leila J. Blair, of record in book 872, page 490, Register's Office for Davidson County, Tennessee; decree in cause of Leila J. Blair vs. J. T. Blair, of record in Minute Book 38, page 109, Second Circuit Court at Nashville; and deeds from James T. Blair, Jr., of record in book 1011, page 449 and book 1085, page 277; from Gene B. Mac Killop and husband, of record in book 1079, page 533, and from John William Blair Palmer and wife, of record in book 1129, page 661, Register's Office for said County.

Oct 1962

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