K 3248

WARRANTY DEED

THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

For and in consideration of the sum of Ten and 00/100 ($10.00) - - - - - - - - -
- DOLLARS
and other valuable considerations, cash in hand paid by John T. Pond, Sr. and wife, Harriet C. Pond, to Woodbine Homes, Inc., a Tennessee corporation, receipt of which is hereby acknowledged, Woodbine Homes, Inc. has

~~have~~ bargained and sold, and by these presents do transfer and convey unto the said John T. Pond, Sr. and wife, Harriet C. Pond, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

Being Lot No. 245 on the Plan of Caldwell Hall, Section II, as of record in Book 2900, page 96, Register's Office for said County.

Said Lot No. 245 begins at a point in the southwesterly margin of Harding Place between Lots Nos. 245 and 246 and extends thence southwesterly with the line between said Lots 138.1 feet to a point, the common rear corner of said lots; thence South 71° 10' East 96.3 feet to a point in the southeasterly margin of Danby Drive; thence northeasterly with said margin 117.6 feet to a point, the beginning of a curve; thence easterly around said curve 39.27 feet to a point in the southwesterly margin of Harding Place; thence with said margin southeasterly 68.45 feet to the point of beginning.

Being the same property conveyed to Woodbine Homes, Inc. by deed from Andrew Ewing, Trustee, of record in Book 3182, page 487, Register's Office for Davidson County, Tennessee.

The above conveyance is expressly subject to the following:

1. Restrictive Covenants contained in instrument of record in Book 3097, page 407, said Register's Office.

2. The Plan of record in Book 2900, page 96, said Register's Office, shows an Owner's Certificate, a 50-foot minimum building setback line from Harding Place, a 30-foot minimum building setback line from Danby Drive and a 10-foot easement for public utility purposes along the southwesterly line of said lot.

3. An easement for overhang across northeasterly side of said lot.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said John T. Pond, Sr. and wife, Harriet C. Pond, their heirs and assigns, forever.

And Woodbine Homes, Inc. does ~~do~~ covenant with the said John T. Pond, Sr. and wife, Harriet C. Pond, that it is lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.

And Woodbine Homes, Inc. does ~~do~~ further covenant and bind itself, its successors and assigns, ~~heirs and representatives~~ to warrant and forever defend the title to the said land to the said John T. Pond, Sr. and wife, Harriet C. Pond, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand this 15th day of March, 1961

WOODBINE HOMES, INC.

By Robert T. Coleman
President

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