K 3248

WARRANTY DEED THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

For and in consideration of the sum of ($10.00) - - - - - - - - - - - - - - - - - -

TEN & NO/100- DOLLARS

Cash in hand paid by Charles W. Raby, Sr. and wife, Ruby A. Raby, receipt of which is hereby acknowledged, and other good and valuable consideration, We, W. M. Choate and wife, Evangeline G. Choate, and Thomas Q. Foster and wife, Bessie E. Foster,

_____ have bargained and sold, and by these presents do transfer and convey unto the said CHARLES W. RABY, SR. AND WIFE, RUBY A. RABY,

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 8th Civil District of Davidson County, Tennessee, being Lot No. 276 on the Map of Charlotte Park, Section V, as of record in Book 2663, pages 111 and 112, Register's Office for said County, more particularly described as follows:

Said Lot No. 276 fronts 74.0 feet on the northwesterly side of Annex Avenue, and extends back between parallel lines, 150.0 feet to a dead line, on which it measures 74.0 feet.

Being the same property conveyed to W. M. Choate and Thomas Q. Foster, by deed from Consolidated Developments, Inc., of record in Book 2909, page 317, said Register's Office.

This conveyance is subject to easements of record in Book 2663, pages 111 and 112, and restrictions of record in Book 2875, page 426, Register's Office for Davidson County, Tennessee; and to rights, conditions, obligations and restrictions in regard to the use of a sewerage system stated in an agreement between Consolidated Developments, Inc. and the City of Nashville, Tennessee, recorded in Book 2593, page 566, 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 Charles W. Raby, Sr. and wife, Ruby A. Raby, their heirs and assigns, forever.

And we do covenant with the said Charles W. Raby, Sr. and wife, Ruby A. Raby, 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 for Deed of Trust recorded in Book 2935, Page 429 in the original amount of $10,800.00. To purchase and assume a loan in the amount of $10,500.00

And We, W. M. Choate and wife, Evangeline G. Choate, and Thomas Q. Foster and wife, Bessie E. Foster, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Charles W. Raby, Sr. and wife, Ruby A. Raby, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 19th day of June, 1961

Thomas Q. Foster — W M Choate

Bessie E. Foster — Evangeline G. Choate

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