K 3252

WARRANTY DEED

FROM

James P. Fitzgerald and wife, Margaret G. Fitzgerald

TO

Nick C. Coutras, unmarried.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
record 14
JUL A.D. 1961
at 2:57 o'clock
Noted in Book 49 Page 255
Recorded in Book Page
Recording Fee $3.50
JAMES P. WILSON, Register

Attorneys Title Company
Titles Guaranteed
Suite 5, Stahlman Bldg.
NASHVILLE, TENN.

For and in Consideration of the sum of - Ten and No/100 ($10.00) - - - - - - - - - - - DOLLARS

cash in hand paid by Nick C. Coutras, and other good and valuable considerations, the receipt of which is hereby acknowledged, and upon the further consideration that the said Nick C. Coutras does hereby assume and agree to pay the unpaid balance of one promissory note executed by James P. Fitzgerald and wife, Margaret G. Fitzgerald, September 16, 1957, for the original principal sum of $12,600.00, payable in monthly installments of $75.60 each, including principal and interest at the rate of 5¼% per annum, to the order of Guaranty Mortgage Company, with final payment, if not paid sooner, being due September 1, 1982, and said note being secured by a deed of trust to Herschel Greer, Trustee, of record in Book 2669, page 411, Register's Office for Davidson County, Tennessee, the unpaid balance of said loan as of July 1, 1961, being $11,559.17, and the said Nick C. Coutras, by the acceptance of this deed, does hereby agree to pay the unpaid balance of said note, and to perform all the terms, conditions and covenants of the said promissory note and deed of trust hereinbefore referred to,

We, James P. Fitzgerald and wife, Margaret G. Fitzgerald,

have bargained and sold, and by these presents do transfer and convey unto the said Nick C. Coutras, unmarried, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 65 on the Map of Crievewood Subdivision, as of record in Book 2331, page 99, Register's Office for said County.

Said Lot No. 65 fronts 85 feet on the westerly side of Marchant Drive and runs back between lines 220 feet on the southerly side and 226.3 feet on the northerly side to a dead line in the rear on which it measures 51 feet.

Being the same property conveyed to James P. Fitzgerald and wife, Margaret G. Fitzgerald, by deed from Joe Zeitlin, et al, partners d/b/a Martin Construction Company, of record in Book 2697, page 189, said Register's Office.

This conveyance is made subject to restrictive covenants, easements, setback lines, as shown on Plan of record in Book 2331, page 99, said Register's Office, and restrictive covenants of record in Book 2491, page 278, said Register's Office, and subject to the lien of taxes for 1961, which are expressly assumed by the purchaser.

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