K 3254

WARRANTY DEED THIS FORM FURNISHED BY ATTORNEYS TITLE CO

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

- - - - TEN AND NO/100 - - - - - - - - - - - - - - DOLLARS

cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and for further consideration the grantees herein assume and agree to pay the remaining unpaid balance of a certain promissory note in the original principal sum of $10,[illegible].00, executed by William H. McCrary and wife Virgie M. McCrary, payable to the order of Murphree Mortgage Company, dated July 2[illegible], 19[illegible], and secured by deed of trust to Ferriss L. Bailey, Trustee, of record in book 2[illegible]2[illegible], page 2[illegible], Register's Office for Davidson County, Tennessee,

Hallmark Construction Company

has have bargained and sold, and by these presents do transfer and convey unto the said Elmer P. Owens and wife Elizabeth Hay Owens

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. 54 on the Plan of Murray Heights, of record in book 2663, page 37, Register's Office for said County. Said lot No. 54 fronts 71 feet on the south side of Melmack Drive and runs back 268.9 feet on the westerly line and 276.7 feet on the easterly line to a dead line in the rear on which it measures 115 feet.
Being the same property conveyed to Hallmark Construction Company by deed from Buddie M. Savage and wife Dorothy M. Savage, of record in book 32[illegible], page [illegible], R.O.D.C. 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 Elmer P. Owens and wife Elizabeth Hay Owens their heirs and assigns, forever.

And Hallmark Construction Company does / do covenant with the said Elmer P. Owens and wife Elizabeth Hay Owens 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., except as above set out.

And Hallmark Construction Company do further covenant and bind itself, its successors heirs and representatives, to warrant and forever defend the title to the said land to the said Elmer P. Owens and wife Elizabeth Hay Owens, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness ~~my hand~~ this ~~day of~~ day of ~~19~~ 19

IN WITNESS WHEREOF, Hallmark Construction Company has caused this instrument to be signed by its duly authorized officers, this the 26 day of July, 1961.

HALLMARK CONSTRUCTION COMPANY

BY: [signature]

President

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