K 3254

Book 3254 Page 449

WARRANTY DEED

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, paid by the grantees, the receipt of which is hereby acknowledged, and the assumption by the grantees herein, of an unpaid principal balance of $ 10,991.02 of an original note dated September 8, 1958, in the amount of $11,500.00, which note is secured by a Deed of Trust executed by Howard Thomas Pike and wife, to Miller Limbrough, Trustee, of record in book 2827, page 99, Register's Office for Davidson County, Tennessee.

We, Willard Rhea Stinson and wife, Ann Suiter Stinson

have bargained and sold, and by these presents do transfer and convey unto the said Lester W. Parker and wife, Martha K. Parker, their

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 476 on the Plan of Hillshire Estates, Section "H", of record in book 2331, page 128, Register's Office for said County.

Said Lot No. 476 fronts 248 feet on the easterly side of Tidwell Drive and extends back 284.1 feet on the north line and 242.2 feet on the south line which is a broken line, to a rear line on which it measures 140 feet.

Being the same real property conveyed to Willard Rhea Stinson and wife, Ann Suiter Stinson, by deed from Howard Thomas Pike and wife, dated December 28, 1959, filed January 7, 1960, and recorded in book 2999, page 399, said Register's Office.

This conveyance is made subject to restrictions of record in book 2542, page 415, Register's Office for Davidson County, Tennessee, and ten-foot easement for public utilities along southerly and easterly lines of premises, 60-foot building setback line from Tidwell Drive, and conditions of owners certificate, as shown on plan of record in book 2331, pages 128 and 129, 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 Lester W. Parker and wife, Martha K. Parker, their

heirs and assigns, forever.

And we *do covenant with the said* Lester W. Parker and wife, Martha K. Parker,

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 the 1961 State and County taxes, which have been pro-rated and assumed by the grantees herein, and as above set out.

And we, Willard Rhea Stinson and wife, Ann Suiter Stinson

do further covenant and bind ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Lester W. Parker and wife, Martha K. Parker,

their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hands this* 19th *day of* July, 19 61. ~~the corporate party of any having caused its name to be signed hereto by its duly authorized officers and its seal affixed hereto.~~

Willard Rhea Stinson

Ann Suiter Stinson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Hugh J. Bradley, *a Notary Public in and for said County and State,* Willard Rhea Stinson and Ann Suiter Stinson

the within named bargainor S *, with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 24th *day of* July, *19* 61.

Hugh J. Bradley, *Notary Public*

Commission expires April 23, 1963.