K 3255

WARRANTY DEED

For and in consideration of the sum of NINETY THREE HUNDRED TEN AND No/100 *DOLLARS*

Fifteen Hundred Dollars in cash by Isaac Wheeler and Wife, Alma A. Wheeler, and other good and valuable considerations, receipt of which are hereby acknowledged,

Gerald Wayne Gibson and Wife, Marjorie R. Gibson,
has

~~have~~ *bargained and sold, and by these presents do transfer and convey unto the said* Isaac Wheeler and Wife, Alma A. Wheeler

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

Being Lot No. 32 on the Plan of Crescent Heights, of record in Book 2331, page 106, Register's Office for said County.

Said Lot #32 fronts 70 feet on the southerly side of Stirton Road and runs back between lines 482.1 feet on the westerly line and 471.4 feet on the easterly line to the Right-of-way of the N.C. & St. L. Railroad, measuring 72 feet thereon.

Being part of the property conveyed to Carl Batson, Inc., by deed from D. Charlton Pugh and Wife, of record in Book 2492, page 449, said Register's Office.

This conveyance subject to restrictive covenants of record in Book 2495, page 513, Register's Office for said County.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Isaac Wheeler and Wife, Alma A. Wheeler their *heirs and assigns, forever.*

And Gerald Wayne Gibson and Wife, Marjorie W. Gibson *do covenant with the said* Isaac Wheeler and Wife, Alma A. Wheeler *that* it is *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is* ~~en~~encumbered. as per records at Murphree Mortgage Company (G.I. Loan)

And Gerald Wayne Gibson and Wife, Marjorie R. Gibson *do further covenant and bind* themself, their ~~successors and representatives~~ successors and assigns, *to warrant and forever defend the title to the said land to the said* Isaac Wheeler and Wife, Alma A. Wheeler their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand* this 13th *day of* July, *19* 61, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Isaac Wheeler

Gerald Wayne Gibson

Marjorie R. Gibson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Herbert H. Peppers, *a Notary Public in and for said County and State,* Gerald Wayne Gibson and Wife, Marjorie R. Gibson

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

Witness my hand and official seal at Nashville *Tennessee, this* 13th *day of* July, *19* 61.

Herbert H. Peppers *Notary Public*

Commission expires October 28, 1964

Herbert H. Peppers

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