K 3277

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WARRANTY DEED THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

For and in consideration of the sum of $9,750.00

Nine Thousand, Seven Hundred Fifty and no/100 DOLLARS

Cash in hand paid by Neal W. Allen and wife, Bertha L. Walden Allen, the receipt of which is hereby acknowledged,

WESCON CONSTRUCTION COMPANY

a Tennessee Corporation with its principal office and place of business at Nashville, Tennessee

has ~~have~~ bargained and sold, and by these presents do/~~does~~ transfer and convey unto the said Neal W. Allen and wife, Bertha L. Walden Allen

their 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. 10 on the Plan of McCarn Subdivision, as of record in book 2854, page 121, and amended by instrument of record in book 3166, page 481, Register's Office for said County, described as follows:

Beginning on the easterly margin of McCarn Street, at the corner of Lots Nos. 10 and 11; thence with the line between said two Lots, easterly 145 feet to a point in the western boundary line of Lot No. 9; thence with the line between Lots Nos. 9 and 10, northerly 30.58 feet to the southerly margin of Waters Avenue; thence with the same, south 86° 08' west 124.61 feet to the beginning of a curve; thence around said curve, having a radius of 20 feet, southwesterly 31.64 feet to the easterly margin of McCarn Street; thence with the same, southerly 31.03 feet to the beginning.

Being part of the real property conveyed to Wescon Construction Company, a Tennessee croporation, by deed from James Lowery and wife, dated August 1, 1960, filed August 2, 1960, and recorded in book 3102, page 415, said Register's Office.

This conveyance is made subject to all restrictive covenants, easements and set back lines that are applicable to the above described property.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Neal W. Allen and wife, Bertha L. Walden Allen their heirs and assigns, forever.

And it does ~~its~~ covenant with the said Neal W. Allen and wife, Bertha L. Walden Allen 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 1961 taxes which have been prorated and are hereby assumed by the purchasers.

And Wescon Construction Company do/~~does~~ further covenant and bind itself, its successors ~~heirs~~ and representatives, to warrant and forever defend the title to the said land to the said Neal W. Allen and wife, Bertha L. Walden Allen their heirs and assigns against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF WESCON CONSTRUCTION COMPANY, a Corporation aforesaid has caused this instrument to be executed by its duly authorized officer on this 18th day of August, 1961.

WESCON CONSTRUCTION COMPANY

By: William M. Wessely, Pres.

William M. Wessely, President

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