K 3278

WARRANTY DEED

THIS INDENTURE WITNESSETH that for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned William B. Wheeler and wife, Henrietta M. Wheeler, hereby convey and warrant to Warren L. Cratty and wife, Thelma N. Cratty, the following described real estate located in Davidson County, Tennessee:

Lot 282 on the Plan of Charlotte Park, Section IV, of record in Book 2883, page 71, Register's Office for said County, and described as follows:

Beginning at a point in the southeasterly margin of Foundary Drive at the corner of Lots 282 and 283; thence with the line between said Lots, southeasterly 145.7 feet to a point; thence northeasterly 98.3 feet to the southwesterly margin of Edsel Drive; thence with the margin of said Drive northwesterly 121.5 feet to the beginning of a curve; thence around said curve westerly 32.3 feet to the margin of Foundary Drive; thence with the margin of the same southwesterly 65 feet to the point of beginning.

Being the same property conveyed to William B. Wheeler and wife, Henrietta M. Wheeler, by deed from M. M. Coleman et al, of record in Book 2884, page 453, said Register's Office.

TO HAVE AND TO HOLD the above described real estate and all appurtenances thereunto belonging to the above named Grantees in fee simple.

Covenants of Warranty and Assumption of Mortgage: William B. Wheeler and wife, Henriette M. Wheeler, hereby covenant that they are lawfully seized of said land in fee simple; that they have a good right to convey it, and that the same is unencumbered except for a deed of trust executed by William B. Wheeler and wife, Henrietta M. Wheeler, to Herschel Greer, Trustee, of record in Book 2915, page 541, to secure Guaranty Mortgage Company of Nashville, Tennessee, a note dated April 10, 1959, in the original sum of $12,000.00 with interest at 5½% per annum, both principal and interest payable $66.38 monthly, the remaining unpaid balance on which mortgage indebtedness the above named Grantees, Warren L. Cratty and wife, Thelma N. Cratty, hereby promise and assume to pay, and further except for restrictions of record on September 5, 1958, in Book 2805, page 210, agreement between Consolidated Developments, Inc. and City of Nashville recorded September 11, 1958, in Book 2896, page 586, and except for easements appearing in the recorded plan showing a 30-foot setback line from Foundary Drive, a 15-foot setback line from Edsel Drive, a 10-foot easement for public utilities along the easterly rear line and the southerly side line, an easement 2-foot wide along the northerly front corner for an over-hang and an anchor easement 3 x 15 feet at a concrete monument on Foundary Drive near Edsel Drive.



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