BK 3279

WARRANTY DEED

For and in consideration of the sum of ($10.00)- - - - - - - - - - - - - - - - -
TEN AND NO/100- *DOLLARS*

cash in hand paid and other valuable considerations, the receipt of which is hereby acknowledged,

We, W. P. Russell and R. L. Russell, partners, d/b/a Russell Home Builders,

have bargained and sold, and by these presents do transfer and convey unto the said Eli H. Jacobs and wife, Adrian F. Jacobs, their

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

Being Lot No. 4 on the Plan of Fesseyland, as of record in book 2854, page 99, Register's Office for said County.
Said Lot No. 4 fronts 160 feet on the northerly side of Farrell Road and extends back 253.5 feet on the easterly line and 367.8 feet on the westerly line to a dead line, measuring 260 feet thereon.
Being the same real property conveyed to W. P. Russell and R. L. Russell, partners, d/b/a Russell Home Builders, by deed from W. F. Fessey, Sr. and wife, dated June 30, 1960, filed July 6, 1960, and recorded in book 3098, page 483, Register's Office for said County.

This conveyance is made subject to restrictive covenants of record in book 1333, page 113, as amended in book 3030, page 411, and in book 3070, page 330, said Register's Office, and the plan of record in book 2854, page 99, said Register's Office, shows a 10-foot utility easement along the easterly and rear line and an anchor easement at southwest corner of premises, 75-foot building setback line from Farrell Road, and conditions of owners certificate.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Eli H. Jacobs and wife, Adrian F. Jacobs, their

heirs and assigns, forever.

And we *do covenant with the said* Eli H. Jacobs and wife, Adrian F. Jacobs,

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 by S&C taxes for 1961 which have been pro-rated and are assumed by the Grantees.

And we, W. P. Russell and R. L. Russell, partners, d/b/a Russell Home Builders, *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Eli H. Jacobs and wife, Adrian F. Jacobs, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand* s *this* 5th *day of* September, *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.*

RUSSELL HOME BUILDERS

W. P. Russell Partner

R. L. Russell Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. P. Stallworth, Jr. *a Notary Public in and for said County and State,* W. P. Russell and R. L. Russell, partners, d/b/a Russell Home Builders,

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* 6th *day of* September, *19* 61.

J. P. Stallworth Jr. *Notary Public*

Commission expires April 20, 1965

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