BK 3279

WARRANTY DEED — J ATTORNEYS TITLE COMPANY

FOR AND IN CONSIDERATION of the sum of ONE and 00/100 ($1.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of making a re-conveyance to create tenants in common —

We, Edna R. Fowler, Edward B. Fowler, Jr., and Patricia Ann Fowler

have bargained and sold, and by these presents do hereby transfer and convey unto Dewey W. Pedigo, Trustee, his successors and assigns, the following described tract or parcel of land, to wit:

Being Lot No. 109 on the Map of Victoria Place, of record in Book 332, page 10, Register's Office for said County.

Said Lot No. 109 fronts 65 feet on the westerly side of 12th Avenue, South, formerly Granny White Pike, and runs back between lines, 160 feet on the north line, along the south margin of Augusta Avenue, and 157.5 feet on the south line, to an alley in the rear on which it measures 65 feet, more or less.

Being the same property conveyed to Edna R. Fowler, et al, by deed from Dewey W. Pedigo, Trustee, of record in Book 3220, page 197, Register's Office for Davidson County, Tennessee.

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

And we do covenant with the said Dewey W. Pedigo, Trustee, that we are lawfully seized and possessed of said land in fee simple, and have a good right to convey it.

And we, Edna R. Fowler, Edward B. Fowler, Jr., and Patricia Ann Fowler do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Dewey W. Pedigo, Trustee, his successors and assigns, against the lawful claims of all persons whomsoever.

And now, I, the said Dewey W. Pedigo, Trustee, for and in consideration of the sum of ONE and 00/100 ($1.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of carrying out the intent of this conveyance, as above set out, do hereby transfer and convey unto a one third interest to Edna R. Fowler, a one third interest to Patricia Ann Fowler, and a one third interest to Edward B. Fowler, Jr. and wife, Erika V. Fowler, their heirs and assigns, the same property hereinabove described and set forth, to which reference is here made, and said property is conveyed subject to the same limitations, restrictions and encumbrances as may affect the premises, as above set forth.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances estate, title and interest thereto belonging, to the said Edna R. Fowler, Patricia Ann Fowler and Edward B. Fowler, Jr. and wife, Erika V. Fowler their heirs and assigns, forever.

And I do covenant with the said Edna R. Fowler, Patricia Ann Fowler and Edward B. Fowler, Jr., and wife, Erika V. Fowler, that I Dewey W. Pedigo, Trustee, am lawfully seized and possessed of said land and have a good right to convey it.

And I, Dewey W. Pedigo, Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title to the said land only as to such title coming through or by me from the grantees herein, to the said Edna R. Fowler, Patricia Ann Fowler and Edward B. Fowler, Jr. and wife, Erika V. Fowler, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF we have hereunto set our hands on this the 31st day of August, 1961.

x Patricia Ann Fowler
Edna R. Fowler
Edward B. Fowler, Jr.
Dewey W. Pedigo
Trustee.

Recvd - Partial Release of Deed of Trust

PG 595