BK 3280

WARRANTY DEED TOM G. COLEMAN, FORM

For and in consideration of the sum of Ten and no/100 ---------- ($10.00 ----------) DOLLARS, cash in hand paid to the seller by the purchaser the receipt of which is hereby acknowledged and in addition this conveyance is made subject to an indebtedness secured by a written lien of record in Book 2358, page 193 ; Book ____, page ____, Register's Office for Davidson County, Tennessee.

Alan R. Pybas, Jr. and wife, Nancy W. Pybas,

hereinafter called the Seller, has bargained and sold, and by these presents does transfer and convey unto Harold G. Smith and wife, Aline B. Smith,

hereinafter called the Buyer, his heirs, successors 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. 133 on the Plan of Primrose Acres, Section 2, of record in Book 2900, page 44, Register's Office for said County.

Said Lot No. 133 fronts 183 feet on the southerly side of Apple Valley Road and extends back 230.8 feet on the easterly line and 266.7 feet on the westerly line to a deed line measuring 142 feet thereon.

Being the same property conveyed to Alan R. Pybas, Jr. and wife, Nancy W. Pybas, by deed from Gaines and Gregory Construction Company, Inc., of record in Book 3097, Page 141, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants and easements of record in the Register's Office for Davidson County, Tennessee.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Seller, his heirs, successors, and assigns, forever.

And the Seller covenants with the said Buyer that he is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered. Except as aforesaid in the consideration clause and for the current year's land taxes.

And the Seller covenants and binds himself, his heirs, successors and representatives, to warrant and forever defend the title to the said land to the said Buyer, his heirs, successors and assigns against the lawful claims of all persons whomsoever.

The word "Seller" when used, is meant to include the Grantor or Grantors named in the conveying clause of this deed.

The word "Buyer" when used, is meant to include the Grantee or Grantees named in the conveying clause of this deed.

Whatever gender used shall be construed to mean any gender.

Witness our hands this 6th day of September, 1961.

Alan R. Pybas Jr.
Nancy W. Pybas

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, John W. Riddon III, a Notary Public in and for the State and County aforesaid, personally appeared the within named Alan R. Pybas, Jr. and wife, Nancy W. Pybas, the 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, the 6th day of September, 1961.

My commission expires: March 22, 1965

John W. Riddon III
Notary Public

WARRANTY DEED
From Alan R. Pybas, Jr. and wife, Nancy W. Pybas
To Harold G. Smith and wife, Aline B. Smith
913 Apple Valley Road

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 11 day of SEP A.D. 1961 at 12:46 o'clock P M.
Noted in Book 99 Page 672
Recorded in Book ____ Page ____
Recording Fee $2.00
JAMES P. WILSON, Register
By ____ D.T.C.

132493 5785

DOCUMENTARY 55 CENTS

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