K 3281

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, Haury & Smith Contractors, Inc., a corporation licensed to do business in Tennessee, hereby conveys and warrants to Donald L. Thistlethwaite and wife, Elaine H. Thistlethwaite, the following described real estate located in Davidson County, Tennessee:

Lot No. 244 on the Plan of Section II, Tynewood Estates, of record in Book 2900, pages 89 & 90, Register's Office for said County.

Said Lot fronts 241 feet on the west side of Tara Drive and runs back 223 feet on the north line and 231 feet on the south line to a dead line on which it measures 241 feet.

Being part of the property conveyed to Haury & Smith Contractors, Inc., by deed from I. R. Schulman, et al, Trustees, of record in Book 3249, page 579, 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.

Warranties of Title: Haury & Smith Contractors, Inc. does hereby covenant that it is lawfully seized of said land in fee simple; that it has a good right to convey it, and that the same is unencumbered except for restrictions filed for record on May 6, 1960, in Book 3069, page 566, and those restrictions appearing in the recorded Plan which include a 100-foot setback line from Tara Drive, a 10-foot easement for public utilities along the west rear line and an anchor easement 2½ feet by 30 feet on Tara Drive at the south front corner. Haury & Smith Contractors, Inc. further covenants that it will warrant and defend the title of the Grantees against the lawful claims of all persons.

Survival of Building Warranties: Haury & Smith Contractors, Inc. has constructed a new house onthe above described lot for the Grantees pursuant to a contract dated June 15, 1961. It is the intention of both the Grantor and the Grantees named in this deed that the building construction warranties set forth in paragraph #3 of said contract shall survive the execution and delivery of this deed. It is the further intention of the parties to this deed that the provisions of said paragraph #3 shall be personal to the parties to said construction contract, and shall in no event be construedas covenants running with the land.

IN WITNESS WHEREOF the undersigned Haury & Smith Contractors, Inc. has caused this instrument to be executed by its duly authorized

PG 385