K 3281

WARRANTY DEED TTC-1168069

REAU E. FOLK, JR., ESQ.

For and in consideration of the sum of TEN AND NO/100 ********** DOLLARS ($ 10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and in further consideration of the assumption of, and agreement by the grantees herein to pay, the principal balance now due, plus future interest, on a certain note, dated February 10, 1961, in the original principal sum of $5,000.00, payable to the order of Fidelity Federal Savings & Loan Association, in monthly installments of $35.52, including interest at 5% per annum, said note being secured by a deed of trust executed by James H. Morris and wife, to Vaden Lackey, Jr., Trustee, of record in Book 3193, page 113, Register's Office for Davidson County, Tennessee,

JAMES H. MORRIS and wife, PAULINE M. MORRIS,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto JOHN EDWARD YEARGIN and wife, MAI BELL YEARGIN,

hereinafter called the Grantee, his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in the 11th Civil District of Davidson County, Tennessee, described according to a copy of a survey thereof by Geo. W. Watkins, Surveyor, dated January 28, 1960, and being more particularly described as follows: Beginning at a point in the center of Morgan Road at the southeast corner of a tract of 18.5 acres, more or less, marked "C. E. Hambrick," on said survey; thence along the center line of said Morgan Road, north 33°30' east 17.5 feet and north 46°30' east 346 feet to a point in Duke's westerly line; thence along Duke's westerly line and along a fence line, north 2°20' east 765 feet to a point in Duke's south line; thence along his line, north 89°40' west 780 feet to the northeast corner of the Hambrick Tract; thence along a wire fence, along the easterly line of said Hambrick Tract, as agreed, south 2°30' east 115 feet to the beginning.

Being the same property conveyed to James H. Morris and wife, Pauline M. Morris, by deed from William E. Bridges and wife, of record in Book 2803, page 399, said Register's Office.

This conveyance is made subject to that portion of the premises embraced within the bounds of any roads or highways.

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

And the Grantor covenants with the Grantee that he is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered, except as shown above, and except for 1961 taxes, which have been prorated and assumed by the grantees.

The Grantor further covenants and binds himself, his heirs, successors and representatives to warrant and defend the title to the said land to the Grantee, his heirs, successors and assigns against the lawful claims of all persons.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, the Grantor has hereunto set his hand on this, the 21st day of September, 19 61

James H. Morris

Pauline M. Morris

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, [illegible], a Notary Public in and for the State and County aforesaid, personally appeared the within named James H. Morris and wife, Pauline M. Morris, 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 21st day of September, 1961

My commission expires: July 23, 1962

Notary Public

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