BK 3308

Page 33

WARRANTY DEED THIS FORM FURNISHED BY ATTORNEYS TITLE CO

For and in consideration of the sum of ----------

Ten and no/100----------($10.00)---------- DOLLARS

Cash in hand paid and other good and valuable considerations the receipt of which is hereby acknowledged, and in further consideration the grantee Gertrude N. Rhodes, has assumed and agreed to pay the remaining unpaid balance of a certain note which is secured by a deed of trust executed by James Talmadge Johnson and wife, Ann H. Johnson, to Herschel Greer, Trustee, of record in Book 2568, page 60, Register's Office for Davidson County, Tennessee, reference to which said instrument is here made for a more particular description of said note and the terms and conditions of said deed of trust the obligations of which are assumed by the said grantee.

Charles C. Herring and wife, Lila B. Herring have bargained and sold, and by these presents do transfer and convey unto the said Gertrude N. Rhodes her heirs 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. 16 on the Plan of Thompson Lane Park, as of record in Book 2331, page 138, Register's Office for said County,

Said Lot No. 16 fronts 160 feet on the easterly side of Glenmont Drive and runs back 220 feet on the northerly line and 300 feet on the southerly line to a broken line on which it measures 193.14 feet.

Being the same property conveyed to Charles C. Herring and wife, Lila B. Herring, by deed from James Talmadge Johnson and wife, Ann H. Johnson, of record in Book 3070, page 442, 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 Gertrude N. Rhodes her heirs and assigns, forever.

And we do covenant with the said Gertrude N. Rhodes 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 as here in above set out.

And we, Charles C. Herring and wife, Lila B. Herring, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Gertrude N. Rhodes her heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this ~ day of October, 19 61

Charles C. Herring

Lila B Herring

BK PG 33