K 3308

WARRANTY DEED G-9013 — NASHVILLE TITLE COMPANY

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 June 7, 1960, in the original sum of $14,500.00, with interest at _____ per annum, payable to the order of Kimbrough-Phillips Company, and secured by a deed of trust executed by Horace A. Leaver, Jr., and wife, Katheryn E. Leaver to Miller Kimbrough, Trustee, of record in Book 3090, page 549, Register's Office for Davidson County, Tennessee,

HORACE A. LEAVER, JR., and wife, KATHERYN E. LEAVER,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto DONALD L. ROBERTS and wife, BETTY LEFFLER ROBERTS, ***

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:

Being Lot No. 331 on the Plan of Glengarry Park Subdivision, Section III, as of record in Book 2900, page 25, Register's Office for said County.

Said Lot No. 331 fronts 80 feet on the southwesterly side of Winthorne Drive and extends back 185.2 feet on the southeasterly side and 181 feet on the northwesterly side to a dead line in the rear on which it measures 80 feet.

Being the same property conveyed to Horace A. Leaver, Jr., and wife, Katheryn E. Leaver, by deed from Hudson and Driver Construction Company, Inc., of record in Book 3074, page 315, said Register's Office

This conveyance is made subject to restrictive covenants of record in Book 1788, page 349, Book 2796, page 604 and Book 2960, page 5, said Register's Office and as shown on Plan of record in Book 2900, page 25, said Register's Office.

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 Grantee.

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 whomsoever.

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 2nd day of Nov, 1961

Horace A Leaver Jr

Katheryn E Leaver

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Rose Caldwell, a Notary Public in and for the State and County aforesaid, personally appeared the within named Horace A. Leaver, Jr. and Katheryn E. Leaver

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 2 day of Nov, 1961

Rose Caldwell
Notary Public

My commission expires:
10-20-65

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