K 3310

WARRANTY DEED G 7821 — BEAU E. POLK, JR., PRES. — **NASHVILLE TITLE COMPANY**

For and in consideration of the sum of TEN AND NO/00------- DOLLARS ($ 10.00),

and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and infurther 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 September 24, 1958, in the original sum of $2300.00, with interest at 6% per annum, payable to the order of Houston T. Ezell and Charles D. Whorley secured by Vendor's lien executed by Joe H. DeGraffenried and wife Bonnie M. DeGraffenried to Houston T. Ezell and Charles T. Whorley, of record in Book 2857, page 278, said Register's Office for Davidson County, Tennessee.

We, Joe H. DeGraffenreid and wife Bonnie M. DeGraffenried

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto William W. Gossage and wife, Mildred M. Gossage

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:

A certain tract or parcel of land in the 9th Civil District of Davidson County, Tennessee, described according to a survey made by Hickerson-Miller, Engineers-Surveyors, September 18, 1958, as follows: Beginning at an iron pin in the northwesterly margin of U. S. Highway No. 70, said iron pin being located 3,466.7 feet westerly from the northwesterly intersection of said Highway and Old Charlotte Road; thence westerly with the margin of said Highway, 150 feet to an iron pin; thence north 38° west 820 feet to an iron pin; thence north 59° east 252 feet to an iron pin; thence south 31° east 805 feet to the beginning.

Being the same property conveyed to Joe H. DeGraffenried, Jr, and wife Bonnie M. DeGraffenreid, of record in Book 2857, page 278, Register's Office for Davidson County, Tennessee. ----------
This conveyance is made subject to the following restrictions which shall remain in force for a period of 15 years from date hereof and shall be covenants running with the land; (1) There shall be no residence or living quarters built on this tract consisting of less than 1,000 square feet of living space and said residence or living quarters shall have a minimum building setback line of 200 feet from the front lot line; and (2) There shall be only 1 residence or living quarters built on this tract.

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.

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 13 day of March, 1961

Joe H. DeGraffenreid

Bonnie M. DeGraffenreid

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, A B. Gibson, a Notary Public in and for the State and County aforesaid, personally appeared the within named Joe H. DeGraffenreid and wife Bonnie M. DeGraffenreid

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 13 day of March, 19 61

A B Gibson
Notary Public

My commission expires: [illegible]

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