BK 3338

WARRANTY DEED TOM S. COLEMAN, FORM

For and in consideration of the sum of One Dollar and no/100 ($ 1.00) DOLLARS, cash in hand paid to the seller by the purchaser the receipt of which is hereby acknowledged

We, Nellie Girard and W. C. Forbis

hereinafter called the Seller, has bargained and sold, and by these presents does transfer and convey and quit claim unto W. H. Cherry

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

Being part of Lot No. 18 on the Map of the Hinchey Petway Lands, of record in Minute Book "I", page 442 of the Chancery Court at Nashville, and described as follows: BEGINNING at a point in the north margin of Antioch Pike at the southeast corner of property conveyed to Edward F. Boone and wife, by deed from Mrs. Sena Elsie Sparks, of record in Book 1273, page 296, Register's Office for said County; thence with Boone's east line north 2° 35' east 220 feet more or less; thence south 87° 40' west 79 feet to an iron pin; thence south 2° 35' west 220 feet more or less to an iron pin in the northerly margin of said pike; thence with the northerly margin of said Pike north 87° 40' east 79 feet to the beginning.
BEING the same property acquired by the law of descent and distribution under the Tennessee Code Annotated of the State of Tennessee by Nellie Girard and W. C. Forbis from Evelyn Cherry who expired December 21, 1961.
THIS conveyance is made subject to a mortgage in the original sum of $10,100.00 recorded in Book 2311, page 223, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants and easements of record in the 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 BUYER, his heirs, successors, and assigns, forever.
And the Seller covenants with the said Buyer that he is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered. Except as aforesaid in the consideration clause and for the current year's land taxes.

And the Seller covenants and binds himself, his heirs, successors and representatives, to warrant and forever defend the title to the said land to the said Buyer, his heirs, successors and assigns against the lawful claims of all persons whomsoever.
The word "Seller" when used, is meant to include the Grantor or Grantors named in the conveying clause of this deed.
The word "Buyer" when used, is meant to include the Grantee or Grantees named in the conveying clause of this deed.
Whatever gender used shall be construed to mean any gender.

Witness our hand s this 31 day of Jan., 1962.

x Nellie Girard

W. C. Forbis

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, James R. Carnly, a Notary Public in and for said State and County aforesaid, personally appeared the within named W. C. Forbis the bargainer(s), with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.
Witness my hand and official seal at Nashville, Tennessee, this, the 6th day of Jan., 19 62.

My commission expires: Nov. 23, 1964

James R. Carnly
Notary Public

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