K 3345

WARRANTY DEED

For and in consideration of the sum of ---FOURTEEN THOUSAND EIGHT HUNDRED ONE AND 00/100 ($14,801.00)---------- *DOLLARS*, of which sum Eight Hundred Dollars has been paid in cash by James R. Toombs and wife, Bonnie V. Toombs, receipt of which is acknowledged and for the balance said Toombs and wife have executed their note of this date for $800.00 due $400.00 June 1, 1962, and $400.00 plus interest on the whole at 6% on September 1, 1962, with a lien retained on the property herein conveyed to secure said $800.00 note and have assumed and agreed to pay an existing first lien indebtedness of Thirteen Thousand Two Hundred One Dollars, it being the balance now owing on a note to Kinsrough-Phillips Company, we, John W. Bass and wife, Joan W. Bass, *have bargained and sold, and by these presents do transfer and convey unto the said* James R. Toombs and wife, Bonnie V. Toombs, their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:*

Land in Davidson County, Tennessee, being Lot No. 178 on the Plan of Parkwood Estates, Section 1, of record in Book 2900, page 119, Register's Office for said County, described as follows: BEGINNING at a point in the northeasterly margin of Carterwood Drive, the common corner of Lots 178 and 179; thence with the line between said lots northeastwardly 120.6 feet to a point; thence northwestwardly with the southwesterly line of Lot No. 177, 134.9 feet to a point in the southeasterly margin of Vailview Drive; thence with the margin of the same, southwestwardly 89.35 feet to a point, the beginning of a curve; thence southwardly around said curve 39.27 feet to a point in the northeasterly margin of Carterwood Drive; thence with the margin of the same, southeastwardly 100.23 feet to the point of beginning.

Being the same property conveyed to John W. Bass, Et Ux., by deed from Gaines and Gaines Construction Company, Inc., dated June 9, 1961, and recorded in Book 3247, Page 525, R. O. D. C., Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 3136, page 52, Register's Office for said County.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said James R. Toombs and wife, Bonnie V. Toombs, their *heirs and assigns, forever.*

And we *do covenant with the said* James R. Toombs and wife, Bonnie V. Toombs, *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 above stated and by a lien for the taxes for 1962, which are assumed by the grantees, the escrow account being given to them.

And we *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* James R. Toombs and wife, Bonnie V. Toombs, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand*s *this* 28 *day of* February, *19* 62, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

John W. Bass

Mrs Joan W. Bass

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Margaret N. Pierce, *a Notary Public in and for said County and State,* John W. Bass and wife, Joan W. Bass, *the within named 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 *day of* February, *19*62.

Margaret N. Pierce, *Notary Public*

Commission expires August 3, 1964

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