K 3376

WARRANTY DEED TTC-151709 REAU E. FOLK, JR., FORM

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 grantee herein to pay, the principal balance now due, plus future interest, on a certain note, dated May 17, 1955, in the original principal sum of $7,850.00, payable to Murphree Mortgage Company in monthly installments of $49.67, including interest at 4½% per annum, said note being secured by a deed of trust executed by Elam E. Jones and wife, to John W. Murphree, Trustee, of record in Book 2413, page 253, Register's Office for Davidson County, Tennessee,

I. R. BROWNING and wife, LOUISE CARTER BROWNING and BETTE JEAN ALLEN, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto FRED L. HOWELL, unmarried,

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. 99 on the Map of Due West Valley Acres, not of record, in the 11th Civil District of Davidson County, Tennessee, and described according to a copy of a survey thereof made by H. R. Swann, Jr., Surveyor, dated April 20, 1947, as follows:

Beginning at a point in the southwesterly margin of Due West Avenue at the corner of Lots 98 and 99; thence with the line between said lots southwesterly 400 feet to a point; thence southeasterly 100 feet to a point at the corner of Lots Nos. 99 and 100; thence with the line between said lots, northeasterly 400 feet to the margin of Due West Avenue; thence with the margin of the same, northwesterly 100 feet to the beginning.

Being the same property conveyed to I. R. Browning and wife, Louise Carter Browning and Bette Jean Allen, by deed from M. L. Randall and wife, of record in Book 3182, page 493, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictions of record in Book 1537, page 591, said Register's Office.

The escrow account held by Murphree Mortgage Company in connection with the assumed loan is transferred to the Buyer.

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 1962 taxes, which will be paid from loan escrow account.

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.

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 15th day of May, 1962

Bette Jean Allen — I. R. Browning

Louise Carter Browning

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, REAU E. FOLK JR, a Notary Public in and for the State and County aforesaid, personally appeared the within named I. R. Browningand wife, Louise Carter Browning and Bette Jean Allen,

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 15th day of May, 1962

Reau E. Folk Jr.
Notary Public

My commission expires: Jan. 23, 1962

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