BK 3377

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 September 9, 1959, in the original principal sum of $14,800.00, payable to the order of Kimbrough Phillips Company in monthly installments of $81.84, including interest at 5½% per annum, said note being secured by a deed of trust executed by John Floyd Howell and wife, to Miller Kimbrough, Trustee, of record in Book 2982, page 501, Register's Office for Davidson County, Tennessee,

JOHN FLOYD HOWELL and wife, MARGARET ANN HOWELL,
hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto
EDWARD C. BURKE and wife, FRANCES T. BURKE,

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. 19 on the Plan of Section Two, Elysian Meadows Addition, of record in Book 2663, page 101, Register's Office for said County.

Said Lot No. 19 fronts 80 feet on the west side of Timberhill Drive and extends back 174.1 feet on the north line and 171.4 feet on the south line to a dead line in the rear on which it measures 80 feet.

Being the same property conveyed to John Floyd Howell and wife, Margaret Ann Howell, by deed from Gaines and Gaines Construction Company, Inc., of record in Book 2959, page 313, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictions of record in Book 2859, page 403, 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 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.

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 17 day of May, 1962

John Floyd Howell

Margaret Ann Howell

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 John Floyd Howell and wife, Margaret Ann Howell,

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 17th day of May, 1962

My commission expires: July 23, 1962

Reau E. Folk
Notary Public

WARRANTY DEED
CB&F

From
JOHN FLOYD HOWELL and wife,
MARGARET ANN HOWELL,

To
EDWARD C. BURKE and wife,
FRANCES T. BURKE,

REGISTER'S OFFICE
STATE OF TENNESSEE }
DAVIDSON COUNTY }
Received for record 21 day of MAY A.D. 1962 at 9:12 o'clock A.M.
Noted in Book 1612 Page 28
Recorded in Book Page
Recording Fee $2.00
JAMES P. WILSON Register
By Deputy Reg.

REAU E. FOLK, JR., ATTY.
Nashville, Tennessee

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