K 3404

3511

WARRANTY DEED

FROM

Edward C. Scruggs, III, et ux

TO

John E. "Gene" Kidd, et ux

KIMBROUGH-PHILLIPS COMPANY



For and in Consideration of the sum of Ten and no/100---------- ($10.00) -------- *DOLLARS*

cash in hand paid by John E. "Gene" Kidd and wife, Marilyn Miller Kidd and other good and valuable considerations, the receipt of all of which is hereby acknowledged,

we, Edward C. Scruggs, III, and wife, Kay Stahl Scruggs, *have bargained and sold, and by these presents do transfer and convey unto the said* John E. "Gene" Kidd and wife, Marilyn Miller Kidd, their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Being lot No. 27 on thePlan of Hillsboro Park, Section 1, as of record in book 2331, pages 30 and 31, Registers Office for said County.
Said lot No. 27 fronts 309.4 feet on the southeasterly side of Hillsboro Pike and runs back 490 feet on the northeasterly line and 527.3 feet on the southwesterly line to a dead line in the rear on which it measures 68.5 feet.
Being the same real property conveyed to Edward C. Scruggs, III, and wife, Kay Stahl Scruggs, by deed from Hillsboro Park, Inc., dated January 13, 1960, filed March 1, 1960, and recorded in book 3030, page 639, said Register's Office.
This conveyance is made subject to a tenfoot easement for public utilities along rear line of premises, 100-foot building setback line from Hillsboro Pike, and conditions of owners certificate as shown on plan of record in book 2331, pages 30 and 31, said Register's Office, and to easements and other rights with reference to water lines, mains and supply as set out in contract of record in book 872, page 505, said Register's Office, and to restrictive covenants contained in an instrument of record in book 2435, page 237 as amended by instrument of record in book 2603, page 440 said Register's Office.

HILLSBORO PARK, INC., joins in the execution of this instrument for the purposes of assenting and agreeing to the within conveyance thereby waiving for the purpose of this conveyance the provisions of paragraph 13 of the applicable restrictive covenants contained in an instrument of record in book 2435, page 237, as amended by instrument of record in book 2603, page 440, Register's Office for said County.

Kay Stahl Scruggs and Kay Stall Scruggs are one and the same person.

G 57