K 3405

WARRANTY DEED

For and in consideration of the sum of $10.00 - - - - - - - - - - - - - - - - -
- - - - - - Ten and No/100 - DOLLARS
cash in hand paid by A. L. Moore and wife, Margaret J. Moore, and other valuable and sufficient considerations, receipt of all of which is hereby acknowledged.

We, Julian C. Scruggs and wife, Cynthia W. Scruggs *have bargained and sold, and by these presents do transfer and convey unto the said* - - - A. L. Moore and wife, Margaret J. Moore, their - - - - - - - - - - - - - *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:* Being Lot No. 6 of Block "C" on the Map of Tyne Meade, Section 3, as of record in book 1424, page 13, Register's Office for said County.
Said Lot No. 6 fronts 201 feet on the northerly side of Tyne Boulevard and runs back between lines 215 feet to a dead line, on which it measures 209.6 feet.
Being the same real property conveyed to Julian C. Scruggs and wife, Cynthia W. Scruggs, by deed from L. W. Cherry and wife, dated Sept. 1, 1954, filed Sept. 3, 1954, and recorded in book 2296, page 481, said Register's Office.

This conveyance is made subject to the following:
Ten-foot easement for public utilities along rear line of premises, 75 foot building setback line from Tyne Boulevard, and conditions of owners certificate as shown on plan of record in book 1424, page 13, Register's Office for Davidson County, Tennessee, the latter providing that no lot shall be subdivided or changed to produce less area until a system of sewers is installed and approved, and not then if less area results than established by restrictions on property.
Restrictive covenants contained in an instrument executed by M. L. McMakin, Trustee, dated May 1, 1947, filed May 26, 1947, and recorded in book 1489, page 471, 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 A. L. Moore and wife, Margaret J. Moore, their - - - - *heirs and assigns, forever.*

And We *do covenant with the said* A. L. Moore and wife, Margaret J. Moore *that* they *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered,* except 1962 taxes which have been prorated and assumed by the grantees, as of 8-1-62.

And We, Julian C. Scruggs and wife, Cynthia W. Scruggs *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* A. L. Moore and wife, Margaret J. Moore, their - - - *heirs and assigns against the lawful claims of all persons, whomsoever.*
Witness our hand s *this* 13th *day of* July, 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.*

Julian C. Scruggs (signature)
Julian C. Scruggs
Cynthia W. Scruggs (signature)
Cynthia W. Scruggs

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, O. Kenrick Brewer, *a Notary Public in and for said County and State,* Julian C. Scruggs and wife, Cynthia W. Scruggs
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, Davidson County, *Tennessee,* this 13th *day of* July, 19 62.

O. Kenrick Brewer *Notary Public*
Commission expires 10-30-65

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