BK 3465

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 April 25, 1958, in the original principal sum of $10,300.00, payable to Guaranty Mortgage Company, in monthly installments of $56.96, including interest at 5½% per annum, said note being secured by a deed of trust executed by Thomas L. Malone and wife, Hilda Malone, to Herschel Greer, Trustee, of record in Book 2754, page 33, Register's Office for Davidson County, Tennessee,

ALBERT J. BOURGOIN and wife, SUE M. BOURGOIN,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto JAMES W. HILLIARD and wife, EVELYN B. HILLIARD,

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. 142 on the Plan of Locustwood, Section 2, as of record in Book 2331, page 147, Register's Office for said County.

Said Lot No. 142 fronts 80 feet on the westerly side of East Ridge Drive and runs back 237.8 feet on the northerly line and 240.5 feet on the southerly line to a dead line in the rear measuring 56.1 feet thereon.

Being the same property conveyed to Albert J. Bourgoin and wife, Sue M. Bourgoin, by deed from Thomas L. Malone and wife, Hilda Malone, of record in Book 2753, page 417, 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 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.

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 24th day of November, 1961

Albert J. Bourgoin
Sue M. Bourgoin

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 Albert J. Bourgoin and wife, Sue M. Bourgoin, 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 24th day of November, 1961

My commission expires: July 23, 1962

Notary Public

WARRANTY DEED
From
ALBERT J. BOURGOIN AND WIFE,
SUE M. BOURGOIN
To
JAMES W. HILLIARD and wife,
EVELYN B. HILLIARD,

36217

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this 7 day of DEC 1961 A.D. at 11:05 o'clock A M.
Noted in Book 2093 Page 104
Recorded in Book Page
Recording Fee $2.00
Register
Deputy Reg.

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

BG 411