K 3467

WARRANTY DEED

For and in consideration of the sum of ---TEN THOUSAND ONE HUNDRED AND 00/100 ($10,100.00)---------- *DOLLARS* of which sum One Thousand One Hundred One Dollars has been paid in cash by Leslie Fred White and wife, Christa Lee White, receipt of which is acknowledged and for the balance the said Leslie Fred White and wife, Christa Lee White, have assumed and agreed to pay a balance of Eight Thousand Nine Hundred Ninety-Nine Dollars now owing on a first lien note to Kimbrough-Phillips Company, we, Thomas G. Maynor, and wife, Martha Jean Maynor,

have bargained and sold, and by these presents do transfer and convey unto the said Leslie Fred White and wife, Christa Lee White,

their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:*

Land in Davidson County, Tennessee, being Lot No.27 on the Plan of Haywood Heights, Section 2, as of record in Book 2662, page 13, Register's Office for Davidson County, Tennessee, more particularly described as follows:

Beginning at a point in the easterly margin of Turley Drive, the common front corner of Lots 27 and 28 on said plan; thence in an easterly direction 174.6 feet to a point; thence in a northerly direction 169.7 feet to a point in the southerly margin of Dade Drive; thence in a westerly direction 107.0 feet to a point which is the beginning of a curve with a radius of 25 feet; thence around said curve 39.27 feet to a point in the easterly margin of Turley Drive; thence southerly along the easterly margin of said Drive 125.0 feet to the point of beginning.

Being the same property conveyed to Thomas G. Maynor, Jr., and wife, Martha Jean Maynor, by deed from Gaines and Gaines Construction Company, Inc., dated October 23, 1957, and of record in Book 2701, Page 439, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the restrictions of record in Book 2640, Page 477, R. O. D. C., 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 Leslie Fred White and wife, Christa Lee White, their *heirs and assigns, forever.*

And we *do covenant with the said* Leslie Fred White and wife, Christa Lee White, *that* we are *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered,* except by the above stated assumed indebtedness, and by a lien for taxes for the year 1962, which are assumed by the grantees, they being given the escrow account.

And we *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Leslie Fred White and wife, Christa Lee White, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand* s *this* 28th *day of* February, *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.*

Thomas G. Maynor Jr.

Martha Jean Maynor

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Kathryn Zaino, *a Notary Public in and for said County and State,* Thomas G. Maynor, Jr., and wife, Martha Jean Maynor,

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, *Tennessee, this* 28th *day of* February, *19* 62.

KATHRYN ZAINO NOTARY PUBLIC DAVIDSON CO.

My commission expires May 5, 1964. Kathryn Zaino *Notary Public*

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