K 3501

WARRANTY DEED THIS FORM FURNISHED BY ATTORNEYS TITLE CO

For and in consideration of the sum of $11,000.00

ELEVEN THOUSAND AND 00/100---------- DOLLARS

OF WHICH SUM, $3,000 HAS BEEN PAID IN CASH BY JOE I. BARNES AND WIFE, MARY M. BARNES, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID GRANTEES ASSUME AND AGREE TO PAY A NOTE BALANCE OF $8,115.82, SECURED BY DEED OF TRUST EXECUTED BY T. E. KEEVING AND WIFE, TO H. H. MAYBERRY, JR. TR., OF RECORD IN BOOK 2162, PAGE 230, SAID REGISTER'S OFFICE, TO SECURE TO PHOENIX MUTUAL LIFE INSURANCE CO., THE PAYEE OF ONE NOTE DATED JANUARY 15, 1964, IN THE ORIGINAL PRINCIPAL AMOUNT OF $8,700.00, PAYABLE IN MONTHLY INSTALLMENTS OF $82.41 EACH, INCLUDING PRINCIPAL AND INTEREST, BEGINNING MARCH 1, 1964, BALANCE FEBRUARY 1, 1974, SAID

JOE I. BARNES AND WIFE, MARY M. BARNES, HEREBY ASSUME AND AGREE TO PAY SAID NOTE IN THE MANNER SET FORTH IN SAID DEED OF TRUST, AND TO HOLD THE GRANTOR, I. GERTRUDE M. BOZEMAN, HARMLESS THEREFROM, SAID INSTALLMENTS BEING DUE AND PAYABLE ON THE 1ST DAY OF EACH MONTH BEGINNING MARCH 1, 1964, AND THE SAID GRANTEES ARE TO PAY THE SAME PRIOR TO DELINQUENCY AND INDEMNIFY THE GRANTOR AGAINST ANY LOSS OR EXPENSE BY REASON OF THEIR FAILURE SO TO DO. SAID NOTE INCLUDES PRINCIPAL AND INTEREST AS ABOVE SET FORTH AND THE SAME MAY BE PAID IN WHOLE OR IN PART AT ANY TIME BEFORE MATURITY WITHOUT PENALTY, BUT ANY PARTIAL PAYMENT OF PRINCIPAL AND INTEREST SHALL NOT RELIEVE THE SAID GRANTEES FROM THE OBLIGATION TO PAY THE SAME IN FULL.

I, GERTRUDE M. BOZEMAN

have bargained and sold, and by these presents do transfer and convey unto the said JOE I. BARNES AND WIFE, MARY M. BARNES, THEIR

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

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 11 AND THE WESTERLY 1 FEET OF LOT NO. 12 OF BLOCK "A" ON THE PLAN OF LAND ESTATES, OF RECORD IN BOOK 471, PAGE 13, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 11 AND PART OF LOT NO. 12 BEING FURTHER BOUNDED ON THE SOUTHWESTERLY SIDE BY GREENDALE AVENUE AT 100 FEET, ON THE NORTHWESTERLY SIDE AND 201 FEET, MORE OR LESS, ON THE SOUTHEASTERLY SIDE BY A PARK LANE, MEASURING 1 FEET ON THE REAR LINE, BEING THE SAME PROPERTY CONVEYED TO GERTRUDE M. BOZEMAN BY TWO DEEDS, ONE FROM IMPALA HOMES, INC., OF RECORD IN BOOK 3607, PAGE 607, REGISTER'S OFFICE, AND THE OTHER FROM ANNA B. DAY, OF RECORD IN BOOK 3607, PAGE 870, EACH IN THE 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 JOE I. BARNES AND WIFE, MARY M. BARNES, THEIR heirs and assigns, forever.

And I do covenant with the said JOE I. BARNES AND WIFE, MARY M. BARNES, THEIRS that I AM lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered. AS TO THE PROPERTY HEREIN SET FORTH ABOVE.

And I, GERTRUDE M. BOZEMAN do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to the said land to the said JOE I. BARNES AND WIFE, MARY M. BARNES, THEIR heirs and assigns against the lawful claims of all persons, whomsoever.

Witness MY hand this 15TH day of JANUARY, 19 64

/s/ Gertrude M. Bozeman
GERTRUDE M. BOZEMAN

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