K 3503

For and in consideration of the sum of $ 10.00

TEN AND NO/100----------DOLLARS

cash in hand paid by the grantees herein and other good and valuable considerations, receipt of which is hereby acknowledged, and the further consideration that the grantees herein assume and agree to pay the remaining unpaid balance of a note dated February 28, 1957, executed by Joe Calvin Farley and wife, Ruby S. Farley, payable to Kimbrough-Phillips Company, for the original principal sum of $10,500.00, with interest at 4½% per annum, both principal and interest payable $53.21 monthly, beginning April 1, 1957, balance due February 1, 1987, and secured by Deed of Trust of record in Book 2587, page 231, Register's Office, Davidson County, Tennessee,

we, THOMAS EDWARD O'KELLEY AND WIFE, JUANITA O'KELLEY,

have bargained and sold, and by these presents do transfer and convey unto the said AUBREY R. BURGESS AND WIFE, MARY ANN BURGESS

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. 51 on the Plan of Section Two, Kemper Heights, of record in Book 2331, page 104, Register's Office for said County.
Said Lot No. 51 fronts 90 feet on the northerly side of Tuckahoe Drive and extends back 186.3 feet on the westerly line and 248.5 feet on the easterly line to a dead line in the rear on which it measures 130.5 feet.
Being the same property conveyed to THOMAS EDWARD O'KELLEY AND WIFE, JUANITA O'KELLEY by deed from Joe Calvin Farley and Ruby L. Short (formerly Ruby S. Farley) of record in Book 3225, page 169, said Register's Office.

The above described property is being conveyed subject to restrictions in Book 2442, page 459, said Register's Office.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said AUBREY R. BURGESS AND WIFE, MARY ANN BURGESS their heirs and assigns, forever.

And we do covenant with the said AUBREY R. BURGESS AND WIFE, MARY ANN BURGESS 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 as hereinabove set out.
And we, the grantors, herein do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said grantees herein their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hand s this 29th day of January, 1963

Thomas Edward O'Kelley — Thomas Edward O'Kelley

Juanita O'Kelley — Juanita O'Kelley

STATE OF TENNESSEE
DAVIDSON COUNTY

Personally appeared before me, L.D. Rickman, a Notary Public in and for said County and State, the within named THOMAS EDWARD O'KELLEY AND WIFE, JUANITA O'KELLEY the bargainors, 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 29th day of January, 19 63.

Commission expires May 2, 1966. L.D. Rickman Notary Public

TENNESSEE TITLE COMPANY

15245

Warranty Deed
G-15879-Sh

From THOMAS EDWARD O'KELLEY ET UX

To AUBREY R. BURGESS ET UX
REGISTER'S OFFICE
THIS PUT IN TENN. TITLE CO., BOX

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 30 day of JAN. A.D. 1963 at 2:45 o'clock P.M.
Noted in Book 1064 Page 374
Recorded in Book ___ Page ___
Recording Fee $2.00
Register
Deputy Reg.

Published by TENNESSEE TITLE COMPANY
NASHVILLE, TENNESSEE
LAWYERS TITLE INSURANCE CORPORATION

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