K 3504

WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) and no/100 - *DOLLARS*

cash in hand paid by James K. Armistead and wife, Florene W. Armistead, and other valuable considerations accepted as cash, the receipt of all of which is hereby acknowledged,

Gregory Homes, Inc., a corporation organized and existing under the laws of the State of Tennessee, has

~~have~~ bargained and sold, and by these presents do transfer and convey unto the said James K. Armistead and wife, Florene W. Armistead, their

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

Being lot No. 216 on the Plan of Hermitage Estates, as of record in book 3300, pages 70 and 71, Register's Office for said County, described as follows:
Beginning on the northwesterly margin of Terry Lane, at the corner of lots Nos. 215 and 216; thence with the line between said two lots, northwesterly 120 feet to the corner of lots Nos. 215, 216 and 217; thence with the line between lots Nos. 216 and 217, southwesterly 133.55 feet to the northeasterly margin of Terry Place; thence with the same, southeasterly 109.4 feet to the beginning of a curve; thence around said curve, with a radius of 25 feet, easterly 39.3 feet to the northwesterly margin of Terry Lane; thence with the same, northeasterly 114.5 feet to the beginning.
Being part of the real property conveyed to Gregory Homes, Inc. by deed from A. H. Johnson, Trustee, of record in book 3435, page 557, said Register's Office.

This conveyance is made subject to easement for public utilities and drainage at north corner of premises, 30-foot building setback line from Terry Place and from Terry Lane, and conditions of owners certificate, as shown on plan of record in book 3300, pages 70 and 71, and restrictive covenants contained in instrument of record in book 3403, page 556, 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 James K. Armistead and wife, Florene W. Armistead, their *heirs and assigns, forever.*

And Gregory Homes, Inc. does *~~do~~ covenant with the said* James K. Armistead and wife, Florene W. Armistead, *that* it is *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered,* except for 1963 taxes and as above set out.

And Gregory Homes, Inc. does *~~do~~ further covenant and bind* itself, its successors, *~~heirs~~ and representatives, to warrant and forever defend the title to the said land to the said* James K. Armistead and wife, Florene W. Armistead, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness *hand this* 5th *day of* February, *19* 63, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

GREGORY HOMES, INC.
By [signature]
Fred B. Gregory, Secretary-Treasurer

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ..., *a Notary Public in and for said County and State,* ....

the within named bargainor , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at .... *Tennessee, this* .... *day of* ...., *19*..........

.... *Notary Public*

Commission expires ....

G 543