BK 3507

WARRANTY DEED ATTORNEYS TITLE COMPANY

FOR AND IN CONSIDERATION of the sum of ONE and 00/100 ($1.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of making a re-conveyance to create an estate as tenants by the entirety

We, Paul Foster and wife, Lavinia H. Foster

have bargained and sold, and by these presents do hereby transfer and convey unto Theodore Hudson, Trustee, his successors and assigns, the following described tract or parcel of land, to wit:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit: Being the northerly part of Lot No. 5 and that part of the right-of-way of the N.C.&ST.L. Railroad (now abandoned) immediately east of said part of Lot No. 5 on the map showing subdivision of Lots Nos. 21 and 22 on the Realty Savings Bank & Trust Company' Revised Plan of West Extention of Charlotte Park Company's First Addition, as of record in Book 421, page 87, Register's Office for said County
Described as follows:
Beginning on the easterly margin of 54th. Avenue North, formerly Richland Avenue, at the northwest corner of Lot No. 5; thence with the easterly margin of said Avenue, southwardly 82½ feet, more or less, to the northwest corner of the property conveyed to J. W. Woodall and wife, by deed from S. S. Foster of record in Book898, page 306, said Register's Office; thence with the northerly line of said Woodall property, eastwardly 227½ feet, more or less, to the westerly margin of said abandoned right-of-way, said point being the northwest corner of the property conveyed to J. W. Woodall by deed from the Nashville, Chattanooga & St. Louis Railway of record in Book 1246, page 53, said Register's Office, continuing in the same direction and with the northerly line of the last mentioned Woodall tract 40 feet, in all 267.5 feet, more or less, to the westerly line of Lot No. 1 on said plan; thence with said line northwardly 81½ feet to the northwest corner of said Lot No. 1; thence westwardly 295 feet to the beginning.
Being the same property conveyed to Paul Foster by deed from Samuel Foster ETAL as of record in Book 1286, page 136,R.O.D.C.

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

And we do covenant with the said Theodore Hudson, Trustee, that we are lawfully seized and possessed of said land in fee simple, and have a good right to convey it.

And we, Paul Foster and wife, Lavinia H. Foster do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Theodore Hudson, Trustee, his successors and assigns, against the lawful claims of all persons whomsoever.

And now, I, the said Theodore Hudson, Trustee, for and in consideration of the sum of ONE and 00/100 ($1.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of carrying out the intent of this conveyance, as above set out, do hereby transfer and convey unto Paul Foster and wife, Lavinia H. Foster

their heirs and assigns, the same property hereinabove described and set forth, to which reference is here made, and said property is conveyed subject to the same limitations, restrictions and encumbrances as may affect the premises, as above set forth.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances estate, title and interest thereto belonging, to the said Paul Foster and wife, Lavinia H. Foster, their heirs and assigns, forever.

And I do covenant with the said Paul Foster and wife, Lavinia H. Foster, that I am lawfully seized and possessed of said land and have a good right to convey it.

And I, Theodore Hudson, Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title to the said land only as to

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