K 3529

WARRANTY DEED

For and in consideration of the sum of Twelve Thousand Four Hundred Eighty and 61/100 ----
----------($12,480.61) ----------*DOLLARS*

of which $200.00 has been paid in cash by David Meryl Beachboard and wife, Dorise Knowles Beachboard, the receipt of which is hereby acknowledged, and for the remainder the said David Meryl Beachboard and wife have assumed and agree to pay the unpaid balance of $12,280.61 of an original indebtedness of $12,600.00 secured by deed of trust of record in book 3214, page 247, Register's Office for Davidson County, Tennessee,

We, James A. McCoy and wife, Dorral P. McCoy,

have bargained and sold, and by these presents do transfer and convey unto the said David Meryl Beachboard and wife, Dorise Knowles Beachboard, their

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

Being Lot No. 87 on the Plan of Kenilworth Estates, Section Two, as of record in book 2900, page 126, Register's Office for said County.
Said Lot No. 87 fronts 70 feet on the southerly side of Penfield Drive and extends back between parallel lines 137 feet to a dead line.
Being the same real property conveyed to James A. McCoy and wife, Dorral P. McCoy, by deed from Martin Zeitlin, Trustee, of record in book 3221, page 475, said Register's Office.

This conveyance is made subject to 10-foot easement for public utilities and 8-inch sewer along rear line of premises, 40-foot building setback line from Penfield Drive, and conditions of owners certificate, as shown on plan of record in book 2900, page 126, Register's Office for Davidson County, Tennessee; and to restrictive covenants contained in an instrument of record in book 3159, page 308, 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 David Meryl Beachboard and wife, Dorise Knowles Beachboard, their *heirs and assigns, forever.*

And we *do covenant with the said* David Meryl Beachboard and wife, Dorise Knowles Beachboard *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 taxes for 1963 which are prorated and assumed by the grantees, and by deed of trust as above set out.

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* David Meryl Beachboard and wife, Dorise Knowles Beachboard, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand* s *this* 13th *day of* March, *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.*

Dorral P. McCoy — James A. McCoy

By Dorral P. McCoy
Attorney-in-fact

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Alice McMahon, *a Notary Public in and for said County and State,* Dorral P. McCoy,

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

Witness my hand and official seal at Nashville, *Tennessee,* this 13th day of *March, 19* 63.

Alice McMahon *Notary Public*

Commission Expires April 25, 1966

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