K 3535

WARRANTY DEED

For and in consideration of the sum of TEN & NO/100 - *DOLLARS* cash in hand paid by Gene Pilkinton and wife, Kay Pilkinton, the receipt of which is hereby acknowledged, and the assumption by Gene Pilkinton and wife, Kay Pilkinton, of the balance due on a note dated September 8, 1961, in the sum of $19,800.00, secured by deed of trust from Alfred L. Colby and wife, Naomi M. Colby, to Herschel Greer, Trustee, recorded in Book 3287, Page 117, Register's Office for Davidson County, Tennessee,

WE, ALFRED L. COLBY and wife, NAOMI M. COLBY

have *have bargained and sold, and by these presents do transfer and convey unto the said* Gene Pilkinton and wife, Kay Pilkinton,

their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:* Being Lot No. 205 on the Plan of Caldwell Country Estates, Section 1, as of record in Book 2663, Pages 68 & 69, Register's Office for said County.

Said Lot No. 205 fronts 146 feet on the easterly side of Darlington Road and extends back 203 feet on the northerly line and 361.5 feet on the southerly line to a dead line, measuring 262 feet thereon.

Being the same real property conveyed to Alfred L. Colby and wife, Naomi M. Colby, by deed from .. P. Russell and wife, recorded in Book 3280, Page 55, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

Easement and setback line and conditions of owners certificate shown on plan of record in Book 2663, Pages 68 & 69, R.O.D.C.Tenn.;

Restrictive covenants contained in instrument recorded in Book 1788, Page 108, R.O.D.C.Tenn.;

Restrictive covenants contained in instrument recorded in Book 2802, Page 369, R.O.D.C.Tenn.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Gene Pilkinton and wife, Kay Pilkinton, their *heirs and assigns, forever.*

And we *do covenant with the said* Gene Pilkinton and wife, Kay Pilkinton *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 aforesaid and taxes for 1963.

And we, Alfred L. Colby and wife, Naomi M. Colby *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Gene Pilkinton and wife, Kay Pilkinton their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand* s *this* 24 *day of* April, 1963, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Alfred L. Colby
Naomi M. Colby

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Alice McMahon *, a Notary Public in and for said County and State,* Alfred L. Colby and wife, Naomi M. Colby

*the within named bargainor*s*, 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* 24 *day of* April *1963.*

Alice McMahon *Notary Public*

Commission Expires April 25, 1966

NOTARY PUBLIC

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