K 3536

WARRANTY DEED

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

cash in hand paid by James Harold Stewart and wife, Clarice B. Stewart; and other good and valuable considerations accepted as cash, the receipt of all of which is hereby acknowledged,

Manuel Construction Company, a corporation organized and existing under the laws of the State of Tennessee, with its principal office at Nashville, has does *bargained and sold, and by these presents ~~do~~ transfer and convey unto the said* James Harold Stewart and wife, Clarice B. Stewart, their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:*

Being Lot No. 146 on the plan of Town Park Estates, as of record in book 3300, pages 64 and 65, Register's Office for said County.
Said Lot No. 146 fronts 60 feet on the westerly side of Town Park Drive and extends back 314.5 feet on the northerly line and 274.24 feet on the southerly line to a dead line, which is a broken line, measuring 130.22 feet thereon.
Being part of the real property conveyed to Manuel Construction Company, a Tennessee corporation, by deed from MEG, Co., of record in book 3461, page 400, said Register's Office.

This conveyance is made subject to 10-foot easement for public utilities and drainage along rear line, 5-foot drainage easement along southerly line, anchor easement at northeast and southeast corner of premises, 35-foot building setback line from Town Park Drive, and conditions of owners certificate, as shown on plan of record in book 3300, pages 64 and 65, Register's Office for said County; and to restrictive covenants contained in instrument of record in book 3402, page 120, as amended by instrument of record in book 3436, page 43, Register's Office for said County.

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 Harold Stewart and wife, Clarice B. Stewart, their *heirs and assigns, forever.*

And Manuel Construction Company, does *~~do~~ covenant with the said* James Harold Stewart and wife, Clarice B. Stewart, *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 taxes for the year 1963, which are prorated and assumed by purchasers.

And Manuel Construction Company 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 Harold Stewart and wife, Clarice B. Stewart, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness my *hand* this 16th *day of* April, 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.*

MANUEL CONSTRUCTION COMPANY

BY: Martin Zeitlin, President

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 .....

PG 497