BK 3570

For and in consideration of the sum of $ 10.00

TEN AND NO/100 DOLLARS

cash in hand paid by Roy W. Taylor and wife, Jo Ann Taylor, and other good and valuable considerations, the receipt of which is hereby acknowledged, and for the remainder of said consideration, amounting to TEN THOUSAND FOUR HUNDRED NINETY-EIGHT AND 85/100 ($10,498.85) DOLLARS, the said Roy W. Taylor and wife, Jo Ann Taylor, have expressly assumed and agreed to pay the unpaid balance of a first mortgage loan which is on the FHA plan, originally in the amount of TEN THOUSAND SIX HUNDRED FIFTY AND NO/100 ($10,650.00) DOLLARS, and said Grantees agree to pay the instalment due July 1, 1963 and all subsequent instalments, said debt being more fully described in and secured by a Deed of Trust executed by Elbert L. Ferguson and wife, Jo Ann E. Ferguson, to Raymond L. Davis, Jr., Trustee, dated June 1, 1962, of record in Book 3411, page 83, Register's Office for Davidson County, Tennessee;

we, Elbert L. Ferguson and wife, Jo Ann E. Ferguson,

have bargained and sold, and by these presents do transfer and convey unto the said

Roy W. Taylor and wife, Jo Ann Taylor,

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

Being Lot No. 56 on the Plan of Happy Acres, as of record in Book 2331, page 63, Register's Office for said County.
Said Lot No. 56 fronts 77 feet on the west side of Colfax Drive and runs back 165.1 feet on the north line and 123.1 feet on the south line to a dead line on which it measures 77.5 feet.
BEING the same property conveyed to Elbert L. Ferguson and wife, Jo Ann E. Ferguson, by deed from F. E. Stratton, Jr., and wife, Bettie Stratton, of record in Book 3399, page 534, said Register's Office.
This conveyance is made subject to restrictions of record in Book 2447, page 557, Register's Office for Davidson County, Tennessee, and the plan of record in Book 2331 page 63, which shows an Owner's Certificate, certain easements and set-back lines.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Roy W. Taylor and wife, Jo Ann Taylor,

their heirs and assigns, forever.

And we do covenant with the said Roy W. Taylor and wife, Jo Ann Taylor,

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 hereinabove set out, and taxes for 1963 which are assumed by the Grantees herein.
And we, Elbert L. Ferguson and wife, Jo Ann E. Ferguson,

do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Roy W. Taylor and wife, Jo Ann Taylor,

their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 22nd day of May, 1963

Elbert L. Ferguson
Jo Ann E. Ferguson

STATE OF TENNESSEE
DAVIDSON COUNTY

Personally appeared before me, Betty S. Spurlock, a Notary Public in and for said County and State, the within named Elbert L. Ferguson and wife, Jo Ann E. Ferguson,

the bargainor, 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 22nd day of May, 1963.

Commission expires 10/30/65

Betty S. Spurlock
Notary Public

#11,000

65225

Warranty Deed

From
ELBERT L. FERGUSON AND WIFE,
JO ANN E. FERGUSON

To
ROY W. TAYLOR AND WIFE,
JO ANN TAYLOR

RECEIVED
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record
this 23rd day of MAY A.D. 1963
at 3:37 o'clock P.M.
Noted in Book 3570 Page 174
Recorded in Book
Recording Fee $2.85
Register's Office
Register, By

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