BK 3570

WARRANTY DEED TTC 161210 REAU E. FOLK, JR., FORM

For and in consideration of the sum of TEN AND NO/100 ****** DOLLARS ($10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and in further consideration of the assumption of, and agreement by the grantee herein to pay, the principal balance now due, plus future interest on two certain promissory notes as follows: (1) one note, dated May 11, 1955, in the original principal sum of $7,250.00, payable to Murphree Mortgage Company at $39.79 per month, including interest at 4½% per annum, secured by a deed of trust of record in Book 2411, page 527, Register's Office for Davidson County, Tennessee; and (2) a second note dated March 30, 1960, in the original principal sum of $1,000.00, payable to Edwin S. Haskin and wife, at $10.00 per month, including interest at 6% per annum, secured by a mortgage lien in the deed of record in Book 3031, page 412, said Register's Office,

GERALD F. SPEARS and wife, MARTHA B. SPEARS,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto

CLARA S. KELLEY, for her sole and separate use,

hereinafter called the Grantee, his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being Lot No. 65 on the Plan of Section Two, Harrow Gardens, as of record in Book 2231, page 16, Register's Office for said County.

Said lot No. 65 fronts 75.0 feet on the east side of Dalewood Drive and runs back between lines, 152.3 feet on the north line and 152.3 feet on the south line to a dead line in the rear of which is 59.1 feet.

Being the same property conveyed to Gerald F. Spears and wife, Martha B. Spears, by deed from Edwin S. Haskin and wife, of record in Book 3031, page 412, said Register's Office.

This conveyance is made subject to restrictions dated October 6, 1954, in Book 2088, page 71, in said Register's Office, for record May 11, 1955 in Book 2231, page 16, and dated April 7, 1955.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the Grantee, his heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee that he is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered.

which have been assumed by the Buyer.

The Grantor further covenants and binds himself, his heirs, successors and representatives to warrant and defend the title to the said land to the Grantee, his heirs, successors and assigns against the lawful claims of all persons.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, the Grantor has hereunto set his hand on this, the 29th day of May, 19 61

Martha B. Spears

Gerald F. Spears

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Reau E. Folk, Jr., a Notary Public in and for the State and County aforesaid, personally appeared the within named Gerald F. Spears and wife, Martha B. Spears,

the 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, the 29th day of May, 1961

My commission expires: July 26, 1965

Notary Public

hs

REAU E. FOLK, JR., ATTY.
Nashville, Tennessee

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
May 31 1961 11:01 AM
Book 1857 Page 457
Recording Fee $2.00
Deputy Reg.

WARRANTY DEED
From GERALD F. SPEARS AND WIFE, MARTHA B. SPEARS
To CLARA S. KELLEY
65825

BK 570