K 3574

WARRANTY DEED

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

cash in hand paid by Richard S. Regen, Sr. and wife, Charlotte M. Regen, and other good and valuable considerations accepted as cash, the receipt of which is hereby acknowledged,

We, Lester M. Stearns and wife, Frances L. Stearns, *have bargained and sold, and by these presents do transfer and convey unto the said* Richard S. Regen, Sr. and wife, Charlotte M. Regen, their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:*

Being the westerly 37½ feet of lot No. 96 and the easterly 22½ feet of lot No. 97 on the Map of Woodmont Boulevard Section of Marengo Park, as of record in book 1130, page 2, Register's Office for said County.
Said parts of lots Nos. 96 and 97 front together 60 feet on the southerly side of General John B. Hood Trail and run back between parallel lines 172 feet to a dead line.
Being the same real property conveyed to Lester M. Stearns and wife, Frances L. Stearns, by deed from William L. Martin and wife, of record in book 1877, page 375, said Register's Office.

This conveyance is made subject to a 10-foot utility easement along rear line of premises and 35-foot building setback line from General John B. Hood Trail, as shown on plan of record in book 1130, page 2, Register's Office for Davidson County, Tennessee, and to restrictive covenants contained in an instrument of record in book 1113, page 296. 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 Richard S. Regen, Sr. and wife, Charlotte M. Regen, their *heirs and assigns, forever.*

And we *do covenant with the said* Richard S. Regen, Sr. and wife, Charlotte M. Regen *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 for taxes for the year 1963 which are prorated and assumed by grantees.

And we, Lester M. Stearns and wife, Frances L. Stearns, *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Richard S. Regen, Sr. and wife, Charlotte M. Regen, their *heirs and assigns against the lawful claims of all persons, whomsoever.*
Witness our *hand* this 7th *day of* June, 1963, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Lester M. Stearns
Frances L. Stearns

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Geo. D. Thomas, Jr., *a Notary Public in and for said County and State,* Lester M. Stearns and wife, Frances L. Stearns,

the within named bargainors, *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* 7th *day of* June, 1963.

Geo D Thomas Jr, Notary Public

(Commission Expires April 24, 1966)

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