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TENNESSEE TITLE COMPANY

WARRANTY DEED FORM 1003 Published by Tennessee Title Company

FOR AND IN CONSIDERATION of the sum of ONE and 00/100 ($1.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of making a re-conveyance to create **an estate by the entirety**

We, **JAMES O. NEELY AND WIFE, WILMA B. NEELY**

have bargained and sold, and by these presents do hereby transfer and convey unto **L. M. Nelson**, Trustee, his successors and assigns, the following described tract or parcel of land, to wit: **Land in Davidson County, Tennessee, being Lot No. 793 on the Plan of Caldwell Hall, Section XIII, of record in Book 3300, page 66, Register's Office for said County.**
Said Lot No. 793 fronts 87.35 feet on the westerly side of Timberhill Drive and extends back 149 feet on the northerly line and 177.25 feet on the southerly line to a dead line in the rear on which it measures 77.23 feet.
Being the same property conveyed to JAMES O. NEELY, unmarried, by deed from Andrew Ewing, Trustee, of record in Book 3533, page 227, said Register's Office.

The above described property is conveyed subject to Deed of Trust of record in Book 3561, page 356, said Register's Office, and restrictions in Book 1788, page 108; in Book 3400, page 226, as amended in Book 3435, page 357, and further amended in Book 3502, page 555, said Register's Office.

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

And we do covenant with the said **L. M. Nelson**, Trustee, that we are lawfully seized and possessed of said land in fee simple, and have a good right to convey it.

And we, **JAMES O. NEELY AND WIFE, WILMA B. NEELY** do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said **L. M. Nelson**, Trustee, his successors and assigns, against the lawful claims of all persons whomsoever.

And now, I, the said **L. M. Nelson**, Trustee, for and in consideration of the sum of ONE and 00/100 $1.00 DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of carrying out the intent of this conveyance, as above set out, do hereby transfer and convey unto **JAMES O. NEELY AND WIFE, WILMA B. NEELY**

their heirs and assigns, the same property hereinabove described and set forth, to which reference is here made, and said property is conveyed subject to the same limitations, restrictions and encumbrances as may affect the premises, as above set forth.

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 O. NEELY AND WIFE, WILMA B. NEELY**, **their** heirs and assigns, forever.

And I do covenant with the said **JAMES O. NEELY AND WIFE, WILMA B. NEELY**, that I am lawfully seized and possessed of said land and have a good right to convey it.

And I, **L. M. Nelson**, Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title to the said land only as to such title coming through or by me from the grantees herein, to the said **JAMES O. NEELY AND WIFE, WILMA B. NEELY**, **their** heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF we have hereunto set our hands on this the **27th** day of **June**, 19**63**.

James O. Neely James O. Neely
Wilma B. Neely Wilma B. Neely
L. M. Nelson L. M. Nelson Trustee.

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