BK 3611

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($10.00) DOLLARS cash in hand paid by James H. Frey and wife, Ossie S. Frey, and other good and valuable considerations hereinafter set forth, the receipt of all of which is hereby acknowledged, and for a further consideration, the said James H. Frey and wife have assumed and agreed to pay the unpaid balance of an original indebtedness of $19,000.00 payable to the order of [illegible] of record in book 3271, page 215, Register's Office for Davidson County, Tennessee, we, John W. Mason and wife, Leona M. Mason,

have bargained and sold, and by these presents do transfer and convey unto the said James H. Frey and wife, Ossie S. Frey, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being lot No. 19 on the Plan of Caldwell Country Estates, Section 1, as of record in book 2663, pages 68 and 69, Register's Office for said County.
Said lot No. 19 fronts 205 feet on the southwesterly side of Salem Drive and extends back 138.2 feet on the northwesterly line and 177 feet on the southeasterly line to a dead line, measuring 208.4 feet thereon.
Being the same real property conveyed to John W. Mason and wife, Leona M. Mason, by deed from Frank Eugene Jones, Jr. and wife, of record in book 3281, page 161, said Register's Office.

This conveyance is made subject to a 10-foot easement for public utilities along rear line of premises, 40-foot building setback line from Salem Drive and conditions of owners certificate, as shown on plan of record in book 2663, pages 68 and 69, Register's Office for Davidson County, Tennessee, and to restrictive covenants contained in instruments of record in book 1788, page 108 and book 2802, page 369, 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 H. Frey and wife, Ossie S. Frey, their heirs and assigns, forever.

And we do covenant with the said James H. Frey and wife, Ossie S. Frey 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.

And we, John W. Mason and wife, Leona M. Mason do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said James H. Frey and wife, Ossie S. Frey, their heirs and assigns against the lawful claims of all persons, whomsoever.
Witness our hand s this 14th day of July, 1963, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

John W Mason
Leona M Mason

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Russell B. Anderson, a Notary Public in and for said State, personally appeared John W. Mason and wife, Leona M. Mason, 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 14th day of July, 1963.

Russell B. Anderson, Notary Public

My commission expires: 5-23-63

BK 313