WARRANTY DEED TTC G-163786 REAU E. FOLK, JR., FORM

For and in consideration of the sum of TEN **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 grantees herein to pay, the principle balance now due, plus future interest, on a certain note dated October 12, 1956, in the original principal sum of $10,000.00, payable to Guaranty Mortgage Company in monthly installments of $55.50, including interest at the rate of 4½% per annum, said note being secured by a deed of trust executed by J. B. Polk and wife, to Herschel Greer, Trustee, of record in Book 2570, page 375, Register's Office for Davidson County, Tennessee.

J. B. POLK and wife, JOSIE C. POLK,

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

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. 59 on the Plan of Mailan Heights, as of record in Book 1525, page [illegible]0, Register's Office for said County.

Said Lot fronts 63 feet on the north side of Mailan Drive and runs back 15[illegible] feet on the west line and 1[illegible]5 feet on the east line in the rear on which it measures 53.1 feet.

Being the same property conveyed to J. B. Polk and wife, Josie C. Polk, by deed from [illegible]lton E. Polk and wife, as of record in Book [illegible], page [illegible]6, said Register's Office.

This conveyance is made subject to restrictions of record in Book 2019, page 53, said Register's Office.

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, except as shown above and except for 1963 taxes which have been prorated and assumed by the Grantees.

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 whomsoever.

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 28th **day of** August, **19** 63

Josie C. Polk (signature)
Josie C. Polk

J. B. Polk (signature)
J. B. Polk

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** J. B. Polk and wife, Josie C. Polk

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** 28th **day of** August, **19** 63

Reau E. Folk Jr (signature)
Notary Public

My commission expires: July 26, 1966