BK 3615

WARRANTY DEED

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 September 15, 1961, in the original principal sum of $11,750.00, payable to Home Federal Savings and Loan Association in monthly installments of $75.72, including interest at the rate of 5 per cent per annum, and a service fee of 1 per cent per annum, said note being secured by a deed of trust executed by Toy B. Trapp and wife to E. A. Goodloe, Trustee, of record in Book 3289, page 73, Register's Office for Davidson County, Tennessee.

TOY B. TRAPP and wife, PAULINE D. TRAPP,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto BOBBY JOE OSBORNE and wife, JOYCE C. OSBORNE,

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. 5 on the Plan of Connell Hills, of record in Book 2900, page 141, Register's Office for said County.

Said Lot No. 5 fronts 203.1 feet on the northeasterly side of Pear Orchard Drive and runs back 227 feet on the southeasterly line and 246.2 feet on the northwesterly line to a dead line in the rear, measuring 197 feet thereon.

Being the same property conveyed to Toy B. Trapp and wife, Pauline D. Trapp, by deed from Smith Dorris, Jr., and wife, of record in Book 3289, page 73, said Register's Office.

The escrow account held by the said loan company in connection with the said loan is also transferred hereby.

Note: The plan was incorrectly shown as Donnell, instead of Connell, Hills, in the deed of record in Book 3289, page 73.

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 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 24th day of August, 1963

Pauline D. Trapp — Pauline D. Trapp

Toy B. Trapp — Toy B. Trapp

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 Toy B. Trapp and wife, Pauline D. Trapp,

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 August, 1963

Reau E. Folk Jr
Notary Public

My commission expires: July 26, 1966

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