K 3618

WARRANTY DEED

For and in consideration of the sum of TEN & NO/100 - - - - - - - - - - - -
- *DOLLARS*
cash in hand paid by David Russell Nash and wife, Jettie Mae Nash, and other good and valuable consideration, the receipt of all of which is hereby acknowledged;

ESTES-TAYLOR COMPANY, a Tennessee corporation, has

~~bargained~~ *bargained and sold, and by these presents do transfer and convey unto the said*
David Russell Nash and wife, Jettie Mae Nash
their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:* Being Lot No. 117 on the Plan of Hillsboro Park, Section III, as of record in Book 2663, page 94, Register's Office for said County, described as follows: Beginning at a point on the northwesterly margin of Melbourne Drive; thence leaving said Drive, north 42° 07' west 362 feet to a point; thence north 44° 11' east 57.5 feet to a point; thence north 60° 37' east 202 feet to a point in the southwesterly margin of Cromwell Drive; thence with the margin of the same, southeasterly 320.6 feet to the beginning of a curve; thence around said curve southeastwardly 39.3 feet to a point in the northwesterly margin of Melbourne Drive; thence with the margin of the same, southwesterly 173 feet to the point of beginning.

Being the same real property conveyed to Estes-Taylor Company, by deed from Hillsboro Park, Inc., recorded in Book 3534, P. 639, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

Easement and condition of owners certificate shown on plan of record in Book 2663, Page 94, R. O. D. C. Tenn; and

Restrictive covenants recorded in Book 2435, P. 237, amended by instrument recorded in Book 2603, P. 440, and placed on premises by instrument recorded Book 2855, P. 475, Register's Office for Davidson County, Tennessee.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said David Russell Nash and wife, Jettie Mae Nash,
their *heirs and assigns, forever.*

And Grantor *do covenant with the said* David Russell Nash & wife, Jettie Mae Nash,
that it is *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unincumbered.* except taxes for 1963

Hillsboro Park, Inc., joins in this conveyance for the sole purpose of giving its consent thereto.

And Estes-Taylor Company, a corporation, does
~~do~~ *further covenant and bind* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to the said land to the said* David Russell Nash and wife, Jettie Mae Nash,
their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness its *hand this* 27th *day of* September, *19* 63, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

This tract is improved and known as 1929 Cromwell Drive, Nashville, Tenn.

ATTEST:
By George T. Taylor
Secretary

ESTES-TAYLOR COMPANY
By J. Frank Estes
President

HILLSBORO PARK, INC.
By J. M. Nave
President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ... *a Notary Public in and for said County and State,* .....

the within named bargainor , *with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at ..... *Tennessee, this* ..... *day of* ....., *19* .

..... *Notary Public*

Commission expires .....

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