BK 3640

WARRANTY DEED TTC-164305

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 principal balance now due, plus future interest, on a certain note, dated July 6, 1961, in the original principal sum of $13,500.00, payable to the order of Kimbrough-Phillips Company in monthly installments of $76.68, including principal and interest at 5½% per annum, said note being secured by a deed of trust executed by Grady N. Everett and wife, to Miller Kimbrough Trustee, of record in Book 3246, page 245, Register's Office for Davidson County, Tennessee,

GRADY N. EVERETT and wife, JOHNNIE V. EVERETT,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto WILLIAM M. BARRETT and wife, EMMA JUNE BARRETT,

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. 19 on the Plan of Sec. I, Parkwood Estates, as of record in Book 2900, pages 119 and 120, Register's Office for said County, and described as follows:

Beginning at a point in the northerly margin of Richmond Hill Drive, at the corner of Lots 19 and 20; thence with the line between said lots, northerly 121.9 feet to a point; thence easterly 129.8 feet to a point in the westerly margin of Moorewood Drive; thence with the margin of the same, southerly 90 feet to the beginning of a curve; thence around said curve, southwesterly 39.27 feet to a point in the northerly margin of Richmond Hill Drive; thence with the margin of the same, westerly 88 feet to the point of beginning.

Being the same property conveyed to Grady N. Everett and wife, Johnnie V. Everett, by deed from Gaines and Gaines Construction Company, Inc., of record in Book 3251, page 245, said Register's Office.

This conveyance is made subject to restrictions of record in Book 3136, page 52; as amended by an instrument recorded in Book 3253, page 591, 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.

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 26 day of September, 1963.

Grady N. Everett Jr.

Johnnie V. Everett

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 Grady N. Everett and wife, Johnnie V. Everett, 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 30th day of September, 1963

Reau E. Folk, Jr.
Notary Public

My commission expires July 26, 1966

nw

PG 399