K 3640

For and in consideration of the sum of - - - - - - - - - - - - TEN AND NO/100 - - - - - - - -
- DOLLARS ($ 10.00),

cash in hand paid by George C. McGrew and wife Ruth McGrew, and other good and valuable considerations, receipt of all of which is hereby acknowledged, and in further consideration of the assumption by the grantees and their agreement to pay the present outstanding principal indebtedness of $2,079.86 plus future interest to Fidelity Federal Savings and Loan Association, which indebtedness is secured by a deed of trust of record in the Register's Office for Davidson County, Tennessee, and is identified as Loan No. 14109,

I, E. R. RUTHERFORD, unmarried,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto
GEORGE C. McGREW and wife RUTH McGREW

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:

Land in the 13th Civil District of Davidson County, Tennessee, described according to a survey made by Draper Surveying Service, September 30, 1963 as follows:

Beginning at a point in the center of Eaton's Creek Road at the intersection of the center line of said Road and the northern boundary line of the Tomlinson property; thence South 62 degrees west 122.6 feet to a point; thence south 72 degrees 30' west 714 feet to a point; thence north 30 degrees west 209 feet to a point; thence north 72 degrees 30' east 714 feet to a point; thence north 62 degrees east 123 feet to a point in the center of Eaton's Creek Road; thence with the center of said Road south 29 degrees 30' east 209 feet to the point of beginning, and containing 4.0 acres more or less.

Being part of the same property conveyed to E. R. Rutherford by two deeds; one from Burt Warren and wife Lula Warren, of record in Book 2299, page 399, said Register's Office and one from Lula Mai Holt, of record in Book 2396, page 553, 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 herein set out and assumed.

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.
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 2nd day of October, 1963

E. R. Rutherford

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named E. R. Rutherford, the bargainor(s), with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this, the 2nd day of October, 1963

William D. Hagewood
Notary Public

My commission expires April 15, 1967

WARRANTY DEED

From
E. R. Rutherford

To
George C. McGrew et ux
Ruth McGrew

REGISTER'S OFFICE
STATE OF TENNESSEE }
DAVIDSON COUNTY }
Received for record 31 day of OCT A.D. 1963 at 9:34 o'Clock A M.
Noted in Book 1116 Page 627
Recorded in Book Page
Recording Fee $ 2.00
Register
By Deputy Reg.

WILLIAM D. HAGEWOOD
NASHVILLE, TENN.

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