BK 3644

MADISON TITLE COMPANY

WARRANTY DEED

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

cash in hand paid by the grantees herein and other good and valuable considerations, the receipt of which is hereby acknowledged, and for the further consideration that the grantees assume and agree to pay the following debts:

(1) Deed of Trust Note executed by Randall Phillips and wife, Louise T. Phillips, dated September 16, 1960, in the original sum of $7,750.00 in favor of Fidelity Federal Savings & Loan Association and secured by a deed of trust of record in Book 3139, page 439, Register's Office, Davidson County, Tennessee, and

(2) Vendor's Lien Note in the original sum of $2,250.00 payable to Randall Phillips and wife, Louise T. Phillips and secured by a vendor's lien retained in the deed of record in Book 3135, page 490, said Register's Office,

WE,

DENNIS C. HAYES AND WIFE, ALMA S. HAYES

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

EDWARD N. TILLMAN AND WIFE, VIOLA M. TILLMAN

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 Davidson County, Tennessee, being Lot No. 10 on the Plan of Swinging Bridge Heights, as of record in Book 2854, page 114, Register's Office for said County.

Said Lot No. 10 fronts 70 feet on the southeasterly side of Keeton Avenue, and runs back between parallel lines, 150 feet to a dead line.

Being the same property conveyed to Dennis C. Hayes and wife, Alma S. Hayes, by deed from Randall Phillips and wife, Louise T. Phillips, of record in Book 3135, page 490, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictions, setback lines, and easements of record.

Taxes for 1963 have been prorated and assumed by the buyers.

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 stated 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 15th day of October, 1963

Dennis C. Hayes

Alma S. Hayes

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 Dennis C. Hayes and wife, Alma S. Hayes

the bargainor 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 Madison, Tennessee, this, the 15th day of October, 1963

Kate C. Cullum
Notary Public

My Commission Expires: May 1, 1967

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