K 3672

WARRANTY DEED — ATTORNEYS TITLE COMPANY

FOR AND IN CONSIDERATION of the sum of ONE and 00/100 ($1.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of making a re-conveyance to create a tenancy by the entireties

We, Lewis Simpkins and wife, Juanita U. Simpkins

have bargained and sold, and by these presents do hereby transfer and convey unto Edward E. McEwen, Trustee, his successors and assigns, the following described tract or parcel of land, to wit:

Land in the 13th Civil District of Davidson County, Tennessee, described according to a survey made by E. F. Luther, Jr., April, 1963, as follows:

Beginning on the northerly margin of State Highway No. 12 at the intersection of the same and a point in the western boundary line of the property conveyed to J. S. Edney, by deed from Lottie Gertrude Cato, of record in Book 910, page 25, Register's Office, for said County; thence with said Edney's Western boundary, northerly 1,905 feet; thence North 89° 30' West, 692 feet; thence with the eastern boundary line of the Phillips Heirs property South 4° West 2,040 feet to the northerly margin of State Highway No. 12; thence with the same, southeasterly 560 feet, northerly 5 feet and southeasterly 257 feet to the beginning, containing 34.2 acres, more or less.

Being the same property devised to Lewis Simpkins, by will of Lottie Gertrude Cato, deceased, dated July 23, 1961, probated Oct. 31, 1961, recorded in Will Book 73, page 314, County Court Clerk's Office for Davidson County, Tennessee.

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

And we do covenant with the said Edward E. McEwen, Trustee, that we are lawfully seized and possessed of said land in fee simple, and have a good right to convey it.

And we, Lewis Simpkins and wife, Juanita U. Simpkins do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Edward E. McEwen, Trustee, his successors and assigns, against the lawful claims of all persons whomsoever.

And now, I, the said Edward E. McEwen, Trustee, for and in consideration of the sum of ONE and 00/100 ($1.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and for the express purpose of carrying out the intent of this conveyance, as above set out, do hereby transfer and convey unto

Lewis Simpkins and wife, Juanita U. Simpkins,

their heirs and assigns, the same property hereinabove described and set forth, to which reference is here made, and said property is conveyed subject to the same limitations, restrictions and encumbrances as may affect the premises, as above set forth.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances estate, title and interest thereto belonging, to the said Lewis Simpkins and wife, Juanita U. Simpkins, their heirs and assigns, forever.

And I do covenant with the said Lewis Simpkins and wife, Juanita U. Simpkins, that I am lawfully seized and possessed of said land and have a good right to convey it.

And I, Edward E. McEwen, Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title to the said land only as to such title coming through or by me from the grantees herein, to the said Lewis Simpkins and wife, Juanita U. Simpkins, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF we have hereunto set our hands on this the 27th day of December, 1963.

Lewis Simpkins

Juanita U. Simpkins

Edward E. McEwen
Trustee.

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