K 3677

WARRANTY DEED THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

For and in consideration of the sum of $10.00----------

TEN AND NO/100----------DOLLARS

cash in hand and other good and valuable considerations paid, the receipt of all of which is hereby acknowledged; and in further consideration that the Grantees herein assume and agree to pay the unpaid balance of a note in the original principal amount of $12,400.00, executed by George F. Lemmons and wife, Edith B. Lemmons, to Herschel Greer, Trustee, secured by Deed of Trust of record in Book 2376, page 401, Register's Office for Davidson County, Tennessee,

we, GEORGE F. LEMMONS and wife, EDITH B. LEMMONS,

have bargained and sold, and by these presents do transfer and convey unto the said HOMER C. KEPLEY and wife, EDITH E. KEPLEY,

their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

BEING Lot No. 2, on the Plan of Madison Heights, Section 2, Part 1, as of record in Book 2083, page 62, Register's Office for said County.

Said Lot No. 2 fronts 125 feet on the southerly side of Neely's Bend Road and extends back between parallel lines 320.0 feet to a dead line.

BEING the same property conveyed to George F. Lemmons and wife, Edith B. Lemmons, by deed from M. P. Rice and F. A. Atkinson, of record in Book 2341, page 476, said Register's Office.

This conveyance is made subject to:
1. Restrictive Covenants of record in Book 2241, page 209, Register's Office for Davidson County, Tennessee.
2. The Plan of record in Book 2083, page 62, said Register's Office shows an Owner's Certificate, a 60 foot minimum building setback line from Neely's Bend Road, and a 10 foot easement for public utility purposes along the rear line of said lot.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Homer C. Kepley and wife, Edith E. Kepley, their heirs and assigns, forever.

And we do covenant with the said Homer C. Kepley and wife, Edith E. Kepley, that we are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered except for herein mentioned loan, and 1964 taxes which have been prorated and assumed by Grantees.

And we, George F. Lemmons and wife, Edith B. Lemmons, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Homer C. Kepley and wife, Edith E. Kepley, their heirs and assigns against the lawful claims of all persons, whomsoever.

Witness our hands this 30 day of January, 1964

George F. Lemmons

Edith B. Lemmons

P G 45