BK 3701

WARRANTY DEED

For and in consideration of the sum of ($10.00)
TEN & NO/100 - *DOLLARS*
cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged,

we, JOHN L. AUSBAN and wife, GLADYS W. AUSBAN,
have bargained and sold, and by these presents do transfer and convey unto the said WILLIAM H. JOHNSON and wife, ANNIE H. JOHNSON, their
heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being the northeast part of lot No. 118 in D. T. McGavock's Addition to the Town of McGavock, a plan of which is of record in book 21, page 41, Register's Office for said County, more particularly described as follows:
Beginning at the point in the back line of Buchanan Street 65-5/8 feet westerly of the southeast corner of lot No. 118, running thence easterly 65-5/8 feet to the westerly margin of an alley, the corner of lots Nos. 118 and 119; thence in a northerly direction with the westerly margin of said alley 92 feet to the southerly side of Buchanan Street; thence northwesterly, with the southerly margin of said Buchanan Street, 75 feet to a stone; thence in a southerly direction parallel with said alley 129½ feet to the beginning.
Being the same real property conveyed to John L. Ausban by deed from Maurice Partain and wife, dated August 27, 1962, filed September 4, 1962, and recorded in book 3431, page 535, said Register's Office.
This conveyance is made to the said William H. Johnson and wife, subject to restrictive covenant of record in Bk. 448, page 481, said Register's Office, as follows:
"It is herein and hereby stated that there is never to be a saloon or soft drink stand on any of the land herein conveyed".

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said William H. Johnson and wife, Annie H. Johnson, their
heirs and assigns, forever.

And we *do covenant with the said* William H. Johnson and wife, Annie H. Johnson,
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 by 1964 taxes, pro rated as of even date herewith, and assumed for payment when due and payable by the Grantees herein.

And we, John L. Ausban and wife, Gladys W. Ausban,
do further covenant and bind ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* William H. Johnson and wife, Annie H. Johnson, their *heirs and assigns against the lawful claims of all persons, whomsoever.*
Witness our *hand* s *this* 13 *day of* February, *19* 64, ~~*the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*~~

John L. Ausban
X Gladys W. Ausban

M W Emmett

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, M W Emmett *a Notary Public in and for said County and State,* John L. Ausban, one of the Grantors *to me known (or proved to me on the oath of credible*
~~XXX~~*within named 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* ..... *day of* February, *19* 64.

M W Emmett *Notary Public*

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

Commission expires 9-6-1966

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