BK 3701

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WARRANTY DEED

For and in consideration of the sum of ($12,000.00)
TWELVE THOUSAND & NO/100- *DOLLARS*
cash in hand paid by James M. Springer and wife, Fairis H. Springer, the receipt of which is hereby acknowledged:

we, John W. Brumit and wife, Edwina M. Brumit,

have bargained and sold, and by these presents do transfer and convey unto the said James M. Springer and wife, Fairis H. Springer, their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:* Being Lot No. 55 on the Plan of Elysian Park, as of record in Book 2331, page 32, Register's Office for said County.
Said Lot No. 55 fronts 65.3 feet on the northerly side of Bellengrath Drive and runs back 255 feet on the west line and 264.3 feet on the east line to a dead line in the rear on which it measures 86 feet.
Being the same real property conveyed to John W. Brumit and wife, Edwina M. Brumit, by deed from Paul A. Dunkleberger and wife, dated July 11, 1962, filed July 16, 1962, and recorded in book 3404, page 341, said Register's Office.
- The hereinabove described property is conveyed to the said James M. Springer and wife, Fairis H. Springer, their heirs and assigns, subject to the following:
1- Ten-foot easement for public utility purposes along rear line of premises, anchor easement in southwest corner, 50-foot building setback line from Bellengrath Drive, and conditions of owners certificate, as shown on plan of record in bk. 2331, page 32, Register's Office for Davidson County, Tenn., the latter providing that no lot shall be subdivided or changed to produce less area until a system of sewers is installed and approved, and not then if less area results than established by restrictions on property.
2- Restrictive covenants contained in an instrument executed by William R. Brown, et al, dated March 24, 1955, filed June 6, 1955, and recorded in Bk. 2435, page 360, Register's Office for Davidson County, Tenn., reference given thereto for a more complete description.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said James M. Springer and wife, Fairis H. Springer, their *heirs and assigns, forever.*

And we *do covenant with the said* James M. Springer and wife, Fairis H. Springer, *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 and assumed for payment when due and payable by the Grantees herein.

And we, John W. Brumit and wife, Edwina M. Brumit, *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* James M. Springer and wife, Fairis H. Springer, their *heirs and assigns against the lawful claims of all persons, whomsoever.*
Witness our *hand* s *this* 27th *day of* February, 1964, ~~*the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*~~

John W. Brumit
Edwina M. Brumit

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible] Green, *a Notary Public in and for said County and State,* John W. Brumit and wife, Edwina M. Brumit,

the within named 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 Nashville, *Tennessee, this* 27th *day of* February, 1964.

Notary Public

Commission expires Oct. 23, 1965

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