BK 3702

WARRANTY DEED G-9926

For and in consideration of the sum of Ten and No/100- DOLLARS ($10.00),
and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and in further consideration of the Grantees assuming and agreeing to pay the balance due on a debt more particularly described in a Deed of Trust executed by Billy R. Potter and wife, Joyce Paul Potter and Douglas C. Gilmore and wife, Gail H. Gilmore to A. H. Thomas, Trustee, of record in Book 3594, page 347, Register's Office for Davidson County, Tennessee, to secure payment to Southern Federal Savings and Loan Association of Davidson County, of one note dated May 10, 1963, for the principal sum of $12,500.00; and subject to the terms and conditions as specified therein.

We, Billy R. Potter and Douglas C. Gilmore

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto E. Wayne Peek, Sr., and E. Wayne Peek, Jr.,

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. 47 on the Plan of the Subdivision of the Waters Place, of record in Book 332, page 136, Register's Office for said County.

Said Lot No. 47 fronts 50 feet on the north side of Evelyn Avenue and runs back between parallel lines 150 feet to an alley on which it measures 50 feet.

Being part of the same property conveyed to Billy R. Potter and Douglas C. Gilmore by deed from J. W. Richmond, joined by his wife, Lena Richmond, of record in Book 3503, page 66, Register's Office for Davidson County, Tennessee.

Joyce Paul Potter and Gail H. Gilmore join in this deed for the purpose of conveying any marital interest they may have therein.

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 mentioned above, and 1964 taxes which are prorated and assumed by Grantee.

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 3 day of March, 1964

Billy R. Potter (signature) — Billy R. Potter
Douglas C. Gilmore (signature) — Douglas C. Gilmore
Joyce Paul Potter (signature) — Joyce Paul Potter
Gail H. Gilmore (signature) — Gail H. Gilmore

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Bettye Lou King, a Notary Public in and for the State and County aforesaid, personally appeared the within named Billy R. Potter and wife, Joyce Paul Potter and Douglas C. Gilmore and wife, Gail H. Gilmore the bargainor(s), 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, the 3 day of March, 1964

Bettye Lou King (signature)
Notary Public

My commission expires:
July 26, 1967.

PG 49