BK 3707

WARRANTY DEED MADISON TITLE COMPANY

For and in consideration of the sum of TEN AND NO/100---------- DOLLARS ($ 10.00), cash in hand paid by the grantees hereinafter named, and other good and valuable considerations, the receipt of which is hereby acknowledged, including the assumption by the said grantees of the unpaid balance of a certain indebtedness evidenced by a promissory note dated February 8, 1963, in the original principal amount of $9,500.00, payable to First Federal Savings and Loan Association of Nashville, in monthly installments of $61.21 each, including principal and interest at the rate of 6% per annum, beginning March 1, 1963, and secured by a deed of trust executed by the grantors hereinafter named to Louis R. Linx, Trustee, of record in Book 3542, page 231, Register's Office for Davidson County, Tennessee; which said unpaid balance the said grantees do hereby agree to assume and promise to pay, we,

JAMES H. PENDLETON AND WIFE, MARTHA W. PENDLETON,

hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto

COY W. SMITH AND WIFE, PEGGY J. SMITH,

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. 119 on the Plan of Section I, Parkwood Estates, as of record in Book 2900, page 120, Register's Office for said County.

Said Lot No. 119 fronts 81 feet on the south side of Moorewood Drive, and extends back 135.4 feet on the west line and 134.9 feet on the east line, to a dead line in the rear, which is a broken line on which it measures 44.65 feet.

Being the same property conveyed to James H. Pendleton and wife, Martha W. Pendleton, by deed from Ruel Duncan and wife, Lorene Duncan, of record in Book 3504, page 559, Register's Office for Davidson County, Tennessee.

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 stated herein.

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 6th day of April, 1964

James H. Pendleton
JAMES H. PENDLETON

Martha W. Pendleton
MARTHA W. PENDLETON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named James H. Pendleton and wife, Martha W. Pendleton

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 Madison, Tennessee, this, the 6th day of April, 1964

Kate A. Cullen
Notary Public

My commission expires: May 1, 1967

WARRANTY DEED
From
JAMES H. PENDLETON ET UX.
To
COY W. SMITH ET UX.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 8 day of APR A.D. 1964 at 1:25 o'clock P.M.
Noted in Book 1088 Page 332
Recorded in Book Page
Recording Fee $ 2.00
Kelly J. Wilson, Register
By Mrs Lenita, Deputy Reg.

MADISON TITLE COMPANY
533 Gallatin Rd.
Madison, Tennessee

PG 249