BK 3710

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid by Jack M. Moles and wife, Jerrilyn Moles, and other good and valuable considerations, the receipt of which is hereby acknowledged, and for the remainder of said consideration, amounting to NINE THOUSAND EIGHT HUNDRED THIRTY-TWO AND 59/100 ($9,832.59) DOLLARS, the said Jack M. Moles and wife, Jerrilyn Moles, have expressly assumed and agreed to pay the unpaid balance of a first mortgage loan, originally in the amount of TEN THOUSAND FOUR HUNDRED FIFTY AND NO/100 ($10,450.00) DOLLARS, AND said grantees agree to pay the installment due June 1, 1964 and all subsequent installments, said debt being more fully described in and secured by a Deed of Trust executed by Willie Hudson Vantrease and wife, Marjorie F. Vantrease, to Ferriss C. Bailey, Trustee, dated March 1, 1960, of record in Book 3046, page 473, Register's Office for Davidson County, Tennessee; we, Willie Hudson Vantrease and wife, Marjorie F. Vantrease, have bargained and sold, and by these presents do transfer and convey unto the said Jack M. Moles and wife, Jerrilyn Moles, 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. 9 on the Plan of Perry Heights Subdivision, as of record in Book 2900, page 18, Register's Office for said County

Said Lot No. 9 fronts 70 feet on the north side of Wellman Drive and runs back between parallel lines 175 feet to a dead line.

Being the same property conveyed to Willie Hudson Vantrease and wife, Marjorie F. Vantrease, by deed from Brentwood Homes, Inc., of record in Book 3031, page 239, said Register's Office.

This conveyance is made subject to restrictions of record in Book 2928, page 445, Register's Office for Davidson County, Tennessee, and the plan of record in Book 2900, page 18, which shows an Owner's Certificate, certain easements and set-back lines.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said Jack M. Moles and wife, Jerrilyn Moles, their heirs and assigns, forever. And we do covenant with the said Jack M. Moles and wife, Jerrilyn Moles, 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 taxes for 1964, which are assumed by the Grantees herein, and as hereinabove set out.

AND WE, WILLIE Hudson Vantrease and wife, Marjorie F. Vantrease, do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Jack M. Moles and wife, Jerrilyn Moles, their heirs and assigns, against the lawful claims of all persons, whomsoever.

WITNESS OUR HANDS this 29th day of April, 1964.

PG 621