178151

WARRANTY DEED

For and in consideration of the sum of Ten & No/100 ($10.00) - - - - - - - - - - - - - -
- DOLLARS -

Cash in hand, paid this date, and other good and valuable considerations; the receipt of all of which is herein acknowledged;

Earl W. McBratney and wife, Betty J. McBratney,

have bargained and sold, and by these presents do transfer and convey unto the said Lawrence E. Hubley and wife, LaVerne I. Hubley,

their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:* Being lot No. 30 on the Plan of Morning View Subdivision, Section 2, as of record in Book 2133, page 99, and as amended in Book 2706, Page 229, Register's Office for said County, described as follows:
Beginning at a point on the westerly margin of Morning View Court at the southeast corner of Lot No. 31 on said Plan; thence with the line between said Lots Nos. 30 and 31, westwardly 166.73 feet to the southwest corner of said Lot No. 31; thence south 12 deg. 59' 30" west 40 feet to a concrete monument; thence south 6 deg. 21' 45" east 232.14 to the northwest corner of lot No. 29 on said plan; thence with the line between said lots Nos. 29 and 30, northeastwardly 266.80 feet to the westerly margin of said Court; thence with same northwardly 129.59 feet to the beginning.
Being the same property conveyed to Earl W. McBratney and wife, Betty J. McBratney, by deed from R. M. Eller and wife, dated March 4, 1958, filed March 4, 1958 and recorded in book 2740, page 279, said Register's Office.
This conveyance is made subject to eastment of record in book 2133, page 99 and subject to restrictive covenants in book 2276, page 290, said Register's Office.

This property is improved and known as Parcel No. IID-41590.
The Post office address being 130 Morningview Court, Madison, Tenn/
Tax statements are to be sent to Murphree Mortgage Company, Nashville, Tenn.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Lawrence E. Hubley and wife, LaVerne I. Hubley, their *heirs and assigns, forever.*

And We *do covenant with the said* Lawrence E. Hubley and wife, LaVerne I. Hubley, 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 have been prorated.

And Earl W. McBratney and wife, Betty J. McBratney, *do further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to the said land to the said* Lawrence E. Hubley and wife, LaVerne I. Hubley, their *heirs and assigns against the lawful claims of all persons, whomsoever.*

Witness our *hand* s *this* 2nd *day of* June, 1964, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Earl W. McBratney

Betty J. McBratney

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Katie M. Kord, *a Notary Public in and for said County and State,* Earl W. McBratney and wife, Betty J. McBratney,

the within named 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* 2nd *day of* June, 1964.

Katie M. Kord, *Notary Public*

Commission expires Jan. 28, 1967