BOOK 5331 PAGE 196

78-8-43
FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION, OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $43,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF AUGUST 1978.

Notary Public

MY COMMISSION EXPIRES: (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
FOLEY & WEISS, ATTORNEYS, 908 Fidelity Federal Building, Nashville, TN 37219
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JESUS F. TIRAO et ux (NAME)	Same (NAME)	12D-72980
501 N. ENGLEWOOD AV (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	41-42
MADISON, TN 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

Mail'd

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

JACK A. BOOHER and wife, CHARLOTTE JOANN BOOHER

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

JESUS F. TIRAO and wife, LYNDA O. TIRAO

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

LAND in the 10th & 12th Civil District of Davidson County, Tennessee and being described in part according to a survey by John B. Rainey, Surveyor #823, dated October 6, 1977 and known as Job No. 77-344, as follows:

BEGINNING at an iron pin on the westerly margin of Brick Church Pike, said iron pin being N8 deg. 26' E 925.0' from the northeast corner of the Jerry Crecelius property of record in Deed Book 4451, Page 519, Register's Office Davidson County, Tennessee; thence leaving the margin of said Brick Church Pike N 81 deg. 53' W 1349.46' to an iron pin; thence S 8 deg. 26' W 200.0 ' to an iron pin; thence N 81 deg. 53' W 982.11' to an iron pin in line of the C. W. Cone land of record in Deed Book 1847, page 522, Register's Office for Davidson County, Tennessee; thence with Cone's line N 5 deg. 00' E and passing Cone's line at 228.93' in all 359.45' to an iron pin; thence S 82 deg. 53' E 2353.68' to an iron pin on the westerly margin of Brick Church Pike; thence with the margin of said Brick Church Pike S 8 deg. 26' W 200.00' to the point of beginning containing 14.21 acres, more or less.

BEING the same property conveyed to Jack A. Booher and wife, Charlotte JoAnn Booher, by deed from Thompson Properties 101 TT, 205 LTD., A Limited Partnership, of record in Book 5244, Page 493, Register's Office for Davidson County, Tennessee.

INCLUDED in the above described tract is a permanent TVA power line easement of record in Deed Book 2810, Page 86, Register's Office for Davidson County, Tennessee.

INCLUDED in the above conveyance is an easement along the front line of the tract for a water line and said easement shall expire October 1, 1978. This conveyance is also subject to a vendor's lien retained by Third National Bank, Trustee, of record in Book 4868, Page 77, said Register's Office. All dwellings are to have a minimum of 1400 square feet of living area and a 100-foot minimum building setback line from Brick Church Pike. No housetrailers, hogs or commercial raising of fowl will be allowed.

CONTINUED ON PAGE TWO OF THIS DEED----------*

unimproved (X)
This is improved ( ) property, known as 3570 Brick Church Pike, Nashville, Tennessee 37207
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES 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, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 11th day of AUGUST, 19 78

Jack A. Booher Charlotte JoAnn Booher

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STATE OF TENNESSEE
Davidson County

Personally appeared before me, William R. Noblitt, a Notary Public in and for said County and State, the within named Jack A. Booher & Charlotte Joann Booher

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 11 day of August, 19 78

My Commission expires JULY 13, 1980

William R. Noblitt
Notary Public

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath) (their several oaths) acknowledged (himself) (themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he) (they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19__.

My commission expires _____

_____
Notary Public

WARRANTY DEED

FROM JACK A. BOOHER et ux

CHARLOTTE JOANN BOOHER

TO JESUS F. TIRAO et ux

LYNDA O. TIRAO

E 85689

IDENTIF. REFERENCE

AUG 29 11 28 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

File Box 4

AUG29'78 CONV 43,000.00

AUG29'78 S'TAX B* 111.80

AUG29'78 PR'FEE B* .50

AUG29'78 W'DEED B* 4.00 * 116.30

* CONTINUED FROM PAGE ONE OF THIS INSTRUMENT----

IT IS AGREED AND UNDERSTOOD that the above named Grantees assume and agree to pay the remaining unpaid balance of a deed of trust of record in Book 5244, Page 495, said Register's Office, payable according to the terms and conditions therein.

THIS conveyance is subject to restrictive covenants of record in Book 2745, Page 409, and Book 5244, Page 493, said Register's Office; easements and setback lines as set forth in the above Plan of record and taxes for the current year which have been prorated and assumed by the Grantees herein.