NUMBER 61875 RECORDED OCT.2, 1935. PAULINE ALDERSON, TO A.B.SMITH, ET UX.

982

17768

For and in consideration of the sum of ($1.00) ONE DOLLAR DOLLARS THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND THE FURTHER CONSIDERATION OF THE EXECUTION OF 64 NOTES EACH IN THE SUM OF $35.00 AND ONE NOTE IN THE SUM OF $10.00, EACH OF WHICH BEARING 6% INTEREST FROM DATE OF EXECUTION. AND THE FURTHER CONSIDERATION OF THE ASSUMPTION BY THE VENDEE OF AN INDEBTEDNESS AGAINST THE PROPERTY HEREINAFTER DESCRIBED IN THE SUM OF $2,500.00 WITH INTEREST, SAID INDEBTEDNESS BEING SECURED BY DEED OF TRUST AND REPRESENTED BY NOTES TO THE COMMERCE UNION BANK OF NASHVILLE,TENNESSEE.

THE FIRST 6 OF THE ABOVE MENTIONED NOTES SHALL SHOW A FACE VALUE OF $40.00 EACH. THE $5.00 DIFFERENCE IN EACH OF SAID FIRST 6 NOTES IS FOR THE PAYMENT OF INSURANCE ON SAID AFTER DESCRIBED PROPERTY. THE FIRST OF SAID NOTES BEING DUE AND PAYABLE ON OCTOBER 5, 1935, AND ONE NOTE BEING DUE AND PAYABLE ON EACH SUCCESSIVE 5TH DAY OF THE MONTH THEREAFTER UNTIL ALL ARE PAID.

IF THE VENDEES SHALL PAY THE SUM OF $500.00 IN CASH ON OR BEFORE APRIL 1, 1936, THEN THE VENDOR WILL CANCEL AND DELIVER UP TO SAID VENDEES A SUFFICIENT NUMBER OF THE NOTES LAST DUE TO EQUAL THE SUM OF $750.00. MAKING THE TOTAL CONSIDERATION FOR SAID PROPERTY $4500.00 INSTEAD OF $4750.00. SAID $500 CASH PAYMENT BEING IN ADDITION TO THE AMOUNTS REPRESENTED BY THE ABOVE MENTIONED SERIES OF NOTES, THEN DUE OR TO BECOME DUE.

THE SAID VENDOR FURTHER COVENANTS AND AGREES TO FURNISH TO THE VENDEES A GUARANTEED TITLE POLICY AT ANY TIME THEY SO DESIRE SAME AT THE EXPENSE OF SAID VENDEES.

I, PAULINE ALDERSON, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID A.B.SMITH AND WIFE, GRACE SMITH, 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.4 IN BLOCK 16, IN THE COLLEGE PARK SUBDIVISION, A PLAN OF WHICH SUBDIVISION IS OF RECORD IN THE REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE, IN BOOK 843, PAGE 29, TO WHICH REFERENCE IS HERE MADE FOR A FURTHER AND MORE PARTICULAR DESCRIPTION OF SAID PROPERTY. SAID LOT OF LAND FRONTS SIXTY (60) FEET ON THE SOUTH LINE OF BELVIDERE DRIVE AND RUNS BACK BETWEEN PARALLEL LINES TO A DEPTH OF 151 FEET ON THE WEST LINE AND 150 FEET ON THE EAST LINE. BEING THE SAME PROPERTY CONVEYED TO PAULINE ALDERSON BY DEED FROM THE CITIZENS REALTY COMPANY, THE SAME BEING OF RECORD IN BOOK 962, PAGE 575, REGISTERS OFFICE, DAVIDSON COUNTY,TENNESSEE.

SAID LOT HAVING IMPROVEMENTS THEREON CONSISTING OF ONE SIX-ROOM 1½ STORY BRICK VENEER HOUSE AND GARAGE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said A.B.SMITH AND WIFE, GRACE SMITH, THEIR, heirs and assigns, forever, and I do covenant with the said A.B.SMITH AND WIFE, GRACE SMITH, that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered WITH THE EXCEPTION OF THE INDEBTEDNESS AS ABOVE SET OUT.

And I, PAULINE ALDERSON, do further covenant and bind MYSELF, MY HEIRS heirs and representatives, to warrant and forever defend the title to said land to the said A.B.SMITH AND WIFE, GRACE SMITH, THEIR heirs and assigns, against the lawful claims of all persons whomsoever A. LIEN IS EXPRESSLY RETAINED TO SECURE THE PAYMENT OF THE ABOVE MENTIONED NOTES.

Witness MY hand 19, this SEPT 19 day of SEPTEMBER, 19 35.

Witness: PAULINE ALDERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. J.E.WELLS, a Notary Public in and for said County and State, the within-named PAULINE ALDERSON, the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And wife of the said, having appeared before me privately and apart from husband, the said acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 19 day of SEPTEMBER, 19 35.

Commission Expires 31 day of OCT. 19 35.

(Seal.) MRS.J.E.WELLS, Notary Public.

I declare that I am the true and lawful holder of the within note and hereby acknowledge this deed and discharge of the same in full.

This 27 day of SEPTEMBER 1935

U.S.R.S. $~~5.50~~ $2.50

RECD OCT.1ST, 1935 AT 3:25 P M

NUMBER 61878 RECORDED OCT. 2ND, 1935. JOHN B.HOWE, ET UX., TO THOMAS J.. ANDERSON, TR.

982

17788

For and in consideration of the sum of ($1.00) ONE AND 00/100 DOLLARS, CASH IN HAND PAID BY THOMAS J.ANDERSON,TRUSTEE, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED; FOR THE BALANCE OF PURCHASE MONEY, THE SAID THOMAS J.ANDERSON, TRUSTEE, ASSUMES AND AGREES TO PAY FIFTY FIVE HUNDRED AND 00/100 ($5500.00) DOLLARS, BEING THE UNPAID BALANCE OF THE ORIGINAL MORTGAGE, DATED FEBRUARY 18, 1932, FOR $7000.00-($1500.00 HAVING BEEN PAID, BEING THE FIRST THREE NOTES OF $500.00 EACH). THE NEXT PAYMENT OF $500.00 DUE FEBRUARY 18, 1936, AND ONE NOTE FOR $5000.00 DUE FEBRUARY 18, 1937, BEARING INTEREST FROM THEIR DATE AT THE RATE OF 6%, PAYABLE SEMI-ANNUALLY, EVIDENCED BY (3) INTEREST NOTES, ONE OF $165.00 DUE FEBRUARY 18, 1936, AND TWO FOR $150.00 EACH, DUE AUGUST 18,1936,AND FEBRUARY 18, 1937, RESPECTIVELY. SAID NOTES PAYABLE TO THE ORDER OF AND ENDORSED BY JOHN B.HOWE AND WIFE, LAURA B.HOWE, SECURED BY DEED OF TRUST TO CHARLES F.LOVELL, VICE PRESIDENT OF THE COMMERCE UNION BANK AND HIS SUCCESSORS IN OFFICE AS TRUSTEE, OF RECORD IN BOOK 807, PAGE 259, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

WE, JOHN B.HOWE AND WIFE, LAURA B.HOWE, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID THOMAS J.ANDERSON, TRUSTEE, HIS REPRESENTATIVES AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING LOT NUMBER 10 ON THE PLAT OF A SUBDIVISION OF LOTS 12 AND 13 AND RESUBDIVISION OF LOTS 10 AND 11 OF BELLE MEADE PLAN NUMBER 2, AS OF RECORD IN BOOK 421, PAGE 112, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

SAID LOT NUMBER 10 FRONTS 200 FEET ON THE EASTERLY SIDE OF JACKSON BOULEAVRD AND RUNS BACK BETWEEN PARALLEL LINES WITH THE NORTHERLY MARGIN OF SHEPPARD PLACE, 200 FEET TO THE WESTERLY LINE OF LOT NUMBER 9 ON SAID PLAN AND IS A PART OF THE ORIGINAL LOT NUMBER 13.

BEING THE SAME PROPERTY CONVEYED TO JOHN B.HOWE BY DEED FROM TELFAIR HODGSON AND WIFE, MEDORA CHEATHAM HODGSON AND DAVID A. SHEPHERD AND WIFE, MARY WALLER SHEPHERD OF RECORD IN BOOK NO. 515, PAGE 44, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE COUNTRY CLUB LAND COMPANY JOINED IN THE DEED TO JOHN B.HOWE, OF RECORD IN BOOK 515, PAGE 44, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE, FOR THE PURPOSE OF CONVEYING TO JOHN B.HOWE ALL WATER RIGHTS HELD BY SAID COMPANY PERTAINING TO THE WITHIN DESCRIBED PROPERTY.

PURCHASER AGREES TO ABIDE BY ALL RESTRICTIVE COVENANTS AS SET OUT IN DEED FROM COUNTRY CLUB LAND COMPANY TO TELFAIR HODGSON AND DAVID SHEPHERD OF RECORD IN BOOK 489, PAGE 401, WHICH ARE A PART OF THIS DEED AS FULLY AS IF INCORPORATED IN THIS INSTRUMENT, AND REFERENCE IS HEREBY MADE TO SAID DEED FOR ITS CONTENTS IN FULL.*

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said THOMAS J.ANDERSON, TRUSTEE, HIS REPRESENTATIVES, ~~heirs~~ and assigns, forever, and WE do covenant with the said THOMAS J.ANDERSON, TRUSTEE, that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered EXCEPT AS ABOVE SET OUT.

((*PURCHASER AGREES TO PAY TAXES FOR THE YEAR 1935.))

And WE, JOHN B.HOWE AND WIFE, LAURA B.HOWE, do further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said land to the said THOMAS J.ANDERSON, TRUSTEE, HIS REPRESENTATIVES, ~~heirs~~ and assigns, against the lawful claims of all persons whomsoever

Witness OUR hand S, this 19TH day of SEPTEMBER, 19 35.

Witness: JOHN B.HOWE
LAURA B.HOWE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.L.BAINBRIDGE, a Notary Public in and for said County and State, the within-named JOHN B.HOWE AND WIFE, LAURA B.HOWE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LAURA B.HOWE, wife of the said JOHN B.HOWE, having appeared before me privately and apart from HER husband, the said LAURA B.HOWE, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 27 day of SEPTEMBER, 19 35.

Commission Expires 4 day of JAN. 19 37.

(Seal.) W.L.BAINBRIDGE, Notary Public.

U.S.R.S. $7.00.

RECD OCT.1ST, 1935 AT 3:42 P M