NUMBER 103685 RECORDED APRIL 7, 1938. HOME OWNERS' LOAN CORP. TO ELI O. CURTIS, ETAL.

1084

HOLC Form 668-2 TENNESSEE Warranty Deed (vendor's lien retained) Approved 10-28-37

Property Management No. - -

For and in Consideration of the Sum of THIRTY-SEVEN HUNDRED FIFTY AND NO/100 DOLLARS, $375.00, of which has been paid in cash and the remainder, $3375.00, with interest at five per cent per annum from APRIL 1, 1938, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

PRINCIPAL AND INTEREST IN INSTALLMENTS OF $26.70 ON THE IST DAY OF EACH MONTH BEGINNING ON IST DAY OF MAY, 1938, AND CONTINUING UNTIL THE IST DAY OF APRIL, 1953.

The HOME OWNERS' LOAN CORPORATION, of Washington, D. C., a corporate instrumentality of the United States of America, through its duly authorized representative, has bargained and sold, and by these presents, does transfer and convey unto E.O. O. CURTIS AND WIFE, MAYBELL SWANEY CURTIS, hereinafter referred to as "Purchaser," 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. 2 ON THE REVISED MAP OF D. E. RUTHERFORD'S SUBDIVISION OF BLOCK 10, OF THE CHARLOTTE PARK CO'S ADDITION TO NASHVILLE, AS OF RECORD IN BK. 547, PAGE 164, R.O.D.C. TENNESSEE.
SAID LOT NO. 2 FRONTS 60 FEET ON THE WESTERLY SIDE OF 50TH. AVENUE, NORTH, AND RUNS BACK BETWEEN PARALLEL LINES, 155 FEET TO AN ALLEY.

A vendor's lien is hereby retained to secure the unpaid balance of the above consideration; also, said grantees have executed a contemporaneous deed of trust to JOSEPH W. B YRNS, JR., Trustee, of even date herewith, upon the property herein described, to which deed of trust reference is here made for its terms and conditions. A release or discharge of the vendor's lien by the owner and holder of the debt hereby secured will operate as a release or discharge of the trust deed aforesaid and a proper release or discharge of the trust deed will operate as a release or discharge of the vendor's lien herein retained.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Purchaser, S., THEIR heirs and assigns, forever.

And the HOME OWNERS' LOAN CORPORATION, as aforesaid, does covenant with the said Purchaser that it is lawfully seized and possessed of the said land in fee simple, has a good right to convey it, and that the same is unencumbered, except TAXES FOR THE YEAR 1938 WHICH ARE ASSUMED BY THE PURCHASERS,
to all of which this conveyance is made subject.

And the HOME OWNERS' LOAN CORPORATION, as aforesaid, does further covenant and bind itself, its assigns and representatives, to warrant and forever defend the title to the said land to the said Purchaser, S, THEIR heirs, representatives and assigns, against the lawful claims of all persons whomsoever except as aforesaid, and except as to all reservations, restrictive covenants, easements and limitations of record upon the use of the said property, or any taxes which might remain unpaid on the property at the time of this conveyance.

In Witness Whereof, the HOME OWNERS' LOAN CORPORATION, as aforesaid, has caused its corporate name to be hereto signed and its common seal affixed by an officer duly authorized so to act.

Signed and dated at Nashville, in the State of Tennessee, this, the IST day of APRIL, 1938

DAVIDSON COUNTY

(SEAL) HOME OWNERS' LOAN CORPORATION,

By JOSEPH W. BYRNS, JR.

Title STATE COUNSEL.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, ELIZABETH N. SPICER, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH W. BYRNS, JR., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the STATE COUNSEL of the HOME OWNERS' LOAN CORPORATION, a corporate instrumentality of the United States of America, the within named bargainor, and that he as such STATE COUNSEL, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as STATE COUNSEL

Witness my hand and seal at office in Nashville, Tennessee, this 5 day of APRIL, 1938.

DAVIDSON

(SEAL) ELIZABETH N. SPICER, NOTARY PUBLIC.

My commission expires THE 7 DAY OF APRIL, 1940.

RECEIVED APRIL 6, 1938, AT 8:36 A.M.

FH

NUMBER 103980 RECORDED APRIL 12, 1938. HOME OWNERS' LOAN CORP. TO CLARENCE L. CANNON, ET UX.

1084

HOLC Form 668-2 TENNESSEE Warranty Deed (vendor's lien retained) Approved 10-28-37

Property Management No. A 250

For and in Consideration of the Sum of FIFTEEN HUNDRED AND NO/100 DOLLARS, $150.00, of which has been paid in cash and the remainder, $1,350.00, with interest at five per cent per annum from APRIL 9TH, 19.38, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

PRINCIPAL AND INTEREST PAYABLE IN INSTALLMENTS OF TEN AND 68/100 DOLLARS, ($10.68) ON THE 9TH DAY OF EACH MONTH, BEGINNING ON THE 9TH DAY OF MAY, 1938, AND CONTINUING UNTIL THE 9TH DAY OF APRIL, 1953, ON WHICH LAST MENTIONED DAY ALL UNPAID BALANCES OF SAID PRINCIPAL, TOGETHER WITH INTEREST THEREON AS AFORESAID, SHALL BE DUE AND PAYABLE IN ANY EVENT.

The HOME OWNERS' LOAN CORPORATION, of Washington, D. C., a corporate instrumentality of the United States of America, through its duly authorized representative, has bargained and sold, and by these presents, does transfer and convey unto CLARENCE L. CANNON AND WIFE, HAZEL B. CANNON, hereinafter referred to as "Purchaser," THEIR heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOTS NOS. 29 AND 30 ON THE PLAN OF SUBDIVISION OF LOTS NOS. 39 AND 40 IN THE DIVISION OF THE B. F. COCKRILL FARM, AS OF RECORD IN BOOK 332, PAGE 41, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOTS 29 AND 30, FRONT 50 FEET EACH ON THE SOUTHERLY SIDE OF LESLIE AVENUE, AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, NO. 29 RUNNING BACK WITH THE EASTERLY MARGIN OF ETHEL STREET.
BEING THE SAME PROPERTY CONVEYED TO HOME OWNERS' LOAN CORPORATION BY CHARLES G. BLACKARD, SUBSTITUTE TRUSTEE, BY TRUSTEE'S DEED OF RECORD IN BOOK 1021, PAGE 257, SAID REGISTER'S OFFICE.

A vendor's lien is hereby retained to secure the unpaid balance of the above consideration; also, said grantees have executed a contemporaneous deed of trust to JOSEPH W. BYRNS, JR., Trustee, of even date herewith, upon the property herein described, to which deed of trust reference is here made for its terms and conditions. A release or discharge of the vendor's lien by the owner and holder of the debt hereby secured will operate as a release or discharge of the trust deed aforesaid and a proper release or discharge of the trust deed will operate as a release or discharge of the vendor's lien herein retained.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Purchaser, THEIR heirs and assigns, forever.

And the HOME OWNERS' LOAN CORPORATION, as aforesaid, does covenant with the said Purchaser that it is lawfully seized and possessed of the said land in fee simple, has a good right to convey it, and that the same is unencumbered, except TAXES FOR 1938, WHICH ARE ASSUMED BY THE PURCHASERS, AND EXCEPT AS OTHERWISE HEREIN SET OUT.
to all of which this conveyance is made subject.

And the HOME OWNERS' LOAN CORPORATION, as aforesaid, does further covenant and bind itself, its assigns and representatives, to warrant and forever defend the title to the said land to the said Purchaser, THEIR heirs, representatives and assigns, against the lawful claims of all persons whomsoever except as aforesaid, and except as to all reservations, restrictive covenants, easements and limitations of record upon the use of the said property, or any taxes which might remain unpaid on the property at the time of this conveyance.

In Witness Whereof, the HOME OWNERS' LOAN CORPORATION, as aforesaid, has caused its corporate name to be hereto signed and its common seal affixed by an officer duly authorized so to act.

Signed and dated at Nashville, in the State of Tennessee, this, the 9TH day of APRIL, 1938

(SEAL) HOME OWNERS' LOAN CORPORATION,

By JOSEPH W. BYRNS, JR.,

Title STATE COUNSEL.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, ELIZABETH N. SPICER, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH W. BYRNS, JR., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the STATE COUNSEL of the HOME OWNERS' LOAN CORPORATION, a corporate instrumentality of the United States of America, the within named bargainor, and that he as such STATE COUNSEL, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as STATE COUNSEL

Witness my hand and seal at office in Nashville, Tennessee, this 11 day of APRIL, 1938

(SEAL) ELIZABETN N. SPICER, NOTARY PUBLIC.

My commission expires 7TH DAY OF APRIL, 1940.

RECEIVED APRIL 11, 1938, AT 2:25 P.M.
FH