NUMBER 104698 RECORDED APRIL 25, 1938. HOME OWNERS' LOAN CORP. TO DUDLEY DICKERSON.

1084

HOLC Form 652-2 TENNESSEE Warranty Deed (vendor's lien retained) Approved 10-28-37

Property Management No. -

For and in Consideration of the Sum of ($1950.00) NINETEEN HUNDRED FIFTY AND NO/100 DOLLARS, $195.00, of which has been paid in cash and the remainder, $1755.00, with interest at five per cent per annum from APRIL 23RD, 19 38, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

BEING EQUAL MONTHLY INSTALLMENTS OF $13,88 EACH, FOR A PERIOD OF 15 YEARS.

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 DUDLEY DICKERSON, hereinafter referred to as "Purchaser," HIS heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

BEING LOTS 24 AND 25 IN THE BRANSFORD REALTY COMPANY'S SUBDIVISION OF THE MCWHIRTER TRACT AND THE LOVE MCFERRIN TRACT, AS OF RECORD IN BOOK 421, PAGE 52, REGISTER'S OFFICE FOR SAID COUNTY
SAID LOTS 24 AND 25 FRONT TOGETHER 80 FEET ON THE WESTERLY SIDE OF NORTH 9TH STREET, AND RUN BACK BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO HOME OWNERS' LOAN CORPORATION BY DEED FROM EDWIN E. CARLSON, TRUSTEE, OF RECORD IN BOOK 1027, PAGE 172, 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 F. B. EMMERLING, 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, HIS 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 THE PURCHASER HAS ASSUMED AND AGREED TO PAY AND WHICH HAVE BEEN PRO-RATED AS OF THE DATE OF THIS DEED. 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, HIS 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 23RD day of APRIL, 193 8

(SEAL) HOME OWNERS' LOAN CORPORATION,

By F. B. EMMERLING

Title STATE MANAGER

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, ELIZABETH N. SPICER, a Notary Public in and for the State and County aforesaid, personally appeared F. B. EMMERLING, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the STATE MANAGER 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 MANAGER, 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 MANAGER

Witness my hand and seal at office in Nashville, Tennessee, this 25 day of APRIL, 193 8

(SEAL) ELIZABETH N. SPICER, NOTARY PUBLIC.

My commission expires 7 DAY OF APRIL, 1940.

RECEIVED APRIL 25, 1938, AT 11:02 A.M.

NUMBER 104725 RECORDED APRIL 26,1938 HOME OWNERS' LOAN CORP TO D.J.JOHNS ET UX

1084

HOLC Form 652-2 TENNESSEE Warranty Deed (vendor's lien retained) Approved 10-28-37

Property Management No.

For and in Consideration of the Sum of FOUR THOUSAND FIVE HUNDRED & NO/100 DOLLARS, $450.00, of which has been paid in cash and the remainder $4050.00, with interest at five per cent per annum from APRIL 25, 19 38, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

A PAYMENT IN THE SUM OF $32.03 WHICH INCLUDES PRINCIPAL AND INTEREST, BEING DUE ON THE 25TH DAY OF MAY,1938, AND A PAYMENT OF LIKE AMOUNT BEING DUE ON THE 25TH DAY OF EACH AND EVERY SUCCEEDING MONTH, THE LAST PAYMENT BEING DUE ON THE 25TH DAY OF APRIL,1953, AT WHICH TIME ANY UNPAID BALANCE SHALL BE DUE AND PAYABLE.

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 D.J. JOHNS, JR. AND WIFE, ELIZABETH JOHNS 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 LOT NO.15 AND THE EASTERLY ONE-HALF OF LOT NO.16 ON THE PLAN OF SHARONDALE, AS OF RECORD IN BOOK 332 PAGE 119, REGISTER'S OFFICE FOR SAID COUNTY.
SAID LOT NO.15 FRONTS 100 FEET ON THE NORTHERLY SIDE OF SHARONDALE DRIVE OR BOULEVARD AND RUNS BACK 430 FEET ON THE EASTERLY LINE AND 460 FEET ON THE WESTERLY LINE TO THE RIGHT OF WAY OF THE TENNESSEE CENTRAL RAILROAD AND MEASURES 100 FEET THEREON.
SAID PART OF LOT NO.16 FRONTS 100 FEET ON THE NORTHERLY SIDE OF SHARONDALE DRIVE OR BOULEVARD AND RUNS BACK 460 FEET, MORE OR LESS, ON THE EASTERLY LINE AND 485 FEET, MORE OR LESS, ON THE WESTERLY LINE TO THE RIGHT OF WAY OF THE TENNESSEE CENTRAL RAILROAD AND MEASURES 58 FEET THEREON.
BEING THE SAME PROPERTY CONVEYED TO A.J. DIETERLE AND DOROTHY DIETERLE SCOTT, BY DEED FROM CLOUD V. ECKHARDT AND WIFE, OF RECORD IN BOOK 815, PAGE 266, SAID REGISTER'S OFFICE.
AND BEING THE SAME PROPERTY CONVEYED TO THE HOME OWNERS' LOAN CORPORATION BY DEED FROM A .P. OTTARSON ,JR., SUBSTITUTE TRUSTEE, RECORDED IN BOOK 1027 PAGE 689, 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 F.B. EMMERLING, 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 THE YEAR 1938, WHICH HAVE BEEN PRO RATED AND ASSUMED BY THE PURCHASER. 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, 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 25TH day of APRIL, 193 8.

(SEAL) HOME OWNERS' LOAN CORPORATION,

By F.B. EMMERLING

Title STATE MANAGER FOR TENNESSEE

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, ELIZABETH N. SPICER, a Notary Public in and for the State and County aforesaid, personally appeared F.B. EMMERLING, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the STATE MANAGER FOR TENNESSEE 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 MANAGER OF TENN., 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 MANAGER FOR TENNESSEE

Witness my hand and seal at office in Nashville, Tennessee, this 25TH day of APRIL, 193 8.

(SEAL) ELIZABETH N. SPICER, NOTARY PUBLIC.

My commission expires 7 DAY OF APRIL 1940/

REC'D APRIL 25.,1938 AT 2:55 P.M.