106 NUMBER 12920 RECORDED FEB 8, 1939

HOME OWNER'S LOAN CORP
TO
J. E. BALLARD, ET UX

1084

HOLC Form 662-A TENNESSEE Warranty Deed (vendor's lien retained) Approved 10-28-37

Property Management No.

For and in Consideration of the Sum of THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS, $ 500.00, of which has been paid in cash and the remainder, $ 2750.00, with interest at five per cent per annum from FEBRUARY 6th, 19 39, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

IN MONTHLY INSTALLMENTS OF $21.76 EACH, BEGINNING ONE CALENDAR MONTH AFTER THE DATE FROM WHICH INTEREST IS PAYABLE AS ABOVE STATED, AND CONTINUING FOR A PERIOD OF 15 YEARS THERE AFTER OR UNTIL THE ENTIRE BALANCE, WITH INTEREST AS AFORESAID, IS PAID IN FULL.

AND IN FURTHER CONSIDERATION THAT PURCHASERS MAKE OR CAUSE TO BE MADE UPON THE PROPERTY HEREIN CONVEYED CERTAIN REPAIRS OR IMPROVEMENTS AS SPECIFIED IN THEIR WRITTEN OFFER TO PURCHASE DATED THE 23rd DAY OF JANUARY, 1939 AND ACCEPTED BY GRANTOR ON THE 28th DAY OF JANUARY 1939, SAME BEING FILED WITH GRANTOR AND AVAILABLE FOR EXAMINATION BY SUCH PERSONS AS EXHIBIT THE PROPER INTEREST THEREIN.

(COVENANTS, EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD AGAINST THE PROPERTY HEREIN DESCRIBED ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OFSAID PROPERTY WOULD SHOW: AND THE LIENS OF ALL TAXES AND ASSESSMENTS FOR THE CURRENT YEAR AND OF ANY INSTALLMENTS OF ASSESSMENTS PAYABLE ON OR AFTER DATE HEREOF, THE PAYMENT OF SUCH TAXES AND ASSESSMENTS BEING HEREBY ASSUMED BY PURCHASER)

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 J. E. BALLARD AND WIFE DOROTHY BALLARD, 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: LAN DIN DAVIDSON COUNTYTENNESSEE BEING THE EASTERLY 50 FEET OF LOT NO. 38 ON THE PLAN OF I. C. MCMAHAN'S SUBDIVISION OF THE MAPLEWOOD LANDS, AS OF RECORD IN BOOK 547, PAGE 78 REGISTER'S OFF CE FOR SAID COUNTY. SAID PART OF LOT NO. 38 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF CALVERT AVENUE AND RUNS BACK BE TWEEN PARALLEL LINES 296 FEET TO A DEAD LINE; AND BEING THE SAME PROPERTY CONVEYED TO THE HOME OWNERS' LOAN CORPORATION BY TRUSTEE'S DEED FROM ELBERT EUGENE RUSSELL, SUBSTITUTE TRUS TEE, DATED DECEMBER 5, 1938 AND RECORDED IN BOOK 1104, PAGE 29 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

(X) THIS PROPERTY IS BEING CONVEYED SUBJECT TO CONDITIONS AND RESTRICTIONS WHICH ARE TO RUN WITH THELAND AND ARE TO BE BINDING UPON ALL OWNERS THEREOF UNTIL THE 1st DAY OF JANUARY 1940. 1. PROPERTY TO BE USED FOR RESIDENTIAL PURPOSES ONLY. 2. NO RESIDENCE SHALL BE ERECTED UPON ANY ONE OF SAID LOTS COSTING LESS THAN $3500.00 AND SAID RESIDENCE SHALL NOT BE BUILT CLOSER THAN 50 FEET FROM THE FRONT LINE OF THE LOT ON WHICH SAID RESIDENCE IS ERECTED. 3. SAID PROPERTY SHALL NOT BE SOLD OR LEASED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT. 4. IT IS UNDERSTOOD AND AGREED THAT WHEN ANY IMPOVEMENTS ARE MADE ON ANY OF SAID LOTS, OR IF ANY OF SAID LOTS ARE CULTIVATED, OR IF TREES OR SHRUBBERY ARE PLANTED OR SET OUT THEREON, A SUITABLE FENCE SHALL BE BUILT AROUND SAID LOT OR LOTS SO USED"

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 ANDREW LAWSON DAVIS, 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 AS TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM SARAH E. MCMAHAN AND HUSBAND TO HARLEY J. ALLEN AND WIFE, OF RECORD IN BOOK 714, PAGE 58 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN. AS FOLLOWS: (SEE XX ABOVE)
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.~~ SEE XX ABOVE

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 2nd day of FEBRUARY, 193 9.

(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 2 day of FEBRUARY, 193 9.

(SEAL) ELIZABETH N. SPICER, NOTARY PUBLIC.

My commission expires THE 7 DAY OF APRIL 1940.

REC'D FEB 7, 1939 at 9;50 A.M.

NUMBER 13253 RECORDED FEB 15,1939 HOME OWNERS' LOAN CORP TO W.P. JONES, ET UX 107

1084

HOLC Form 662-A TENNESSEE Warranty Deed (vendor's lien retained) Approved 10-28-37

Property Management No. A-273

For and in Consideration of the Sum of THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS, $ 350.00, of which has been paid in cash and the remainder, $ 3150.00, with interest at five per cent per annum from FEBRUARY 14TH, 1939, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

IN MONTHLY INSTALLMENTS OF $24.92 EACH, BEGINNING ONE CALENDAR MONTH AFTER THE DATE FROM WHICH INTEREST IS PAYABLE AS ABOVE STATED, AND CONTINUING FOR A PERIOD OF FIFTEEN YEARS THEREAFTER OR UNTIL THE ENTIRE BALANCE, WITH INTEREST AS AFORESAID, IS PAID IN FULL.

XX(COVENANTS, EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD AGAINST THE PROPERTY HEREIN DESCRIBED; ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OF SAID PROPERTY WOULD SHOW; AND THE LIENS OF ALL TAXES AND ASSESSMENTS FOR THE CURRENT YEAR AND OF ANY INSTALLMENTS OF ASSESSMENTS PAYABLE ON OR AFTER THE DATE HEREOF, THE PAYMENT OF SUCH TAXES AND ASSESSMENTS BEING HEREBY ASSUMED BY PURCHASER.)

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 W.P. JONES AND EMMA JONES (WIFE), hereinafter referred to as "Purchaser," THE IR 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 THE NORTHERLY PART OF LOT #28, ON THE REVISED MAP OF WEST END PARK, AS OF RECORD IN BOOK 421 PAGES 82, AND 83, REGISTER'S OFFICE FOR SAID COUNTY.
SAID PART OF LOT #28 FRONTS 50 FEET ON THE WESTERLY SIDE OF 31ST AVENUE NORTH OR EUCLID AVENUE AND RUNS BACK 162 FEET, MORE OR LESS, TO AN ALLEY AND SHOWS 40.2 FEET ON SAID ALLEY. AND BEING THE SAME PROPERTY CONVEYED TO THE HOME OWNERS' LOAN CORPORATION BY TRUSTEE'S DEED OF ELBERT EUGENE RUSSELL, SUBSTITUTE TRUSTEE, DATED FEB 10TH, 1937 AND OF RECORD IN BOOK 1021, PAGE 468, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.
X(AS TO THE RIGHTS OF CLAIMS TO POSSESSION BY PRESENT OCCUPANTS; ALSO SUBJECT TO CERTAIN RESTRICTIONS WHICH ARE CONTAINED IN DEED FROM WEST END PARK TO R.L. BELL, TRUSTEE, OF RECORD IN BOOK 571, PAGE 465, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DATED OCTOBER 6TH, 1920, A COPY OF WHICH IS AS FOLLOWS:
THIS CONVEYANCE IS MADE TO THE SAID CONVEYEE ON AND SUBJECT TO THE FOLLOWING CONDITIONS WHICH ARE TO RUN WITH THE LAND AND BE BINDING ON THE CONVEYEE, AND ALL SUBSEQUENT OWNERS AND OCCUPANTS THEREOF, TO WIT:
1. THAT THE CONVEYEE, HIS SUCCESSORS AND ASSIGNS SHALL NOT ERECT ON SAID PREMISES A DWELLING HOUSE OR RESIDENCE WHICH SHALL COST LESS THAN $4,000.00.
2. SAID PROPERTY IS TO BE USED FOR RESIDENCE PURPOSES, AND NO STORE HOUSE OR BUSINESS HOUSE IS TO BE ERECTED OR MAINTAINED ON SAID PREMISES.
3. SAID PREMISES ARE NOT TO BE LEASED, SOLD OR OCCUPIED BY PROPLESOF AFRICAN BLOOD OR DESCENT FOR A PERIOD OF FIFTEEN YEARS FROM THIS DATE, BUT COLORED PERSONS IN THE CAPACITY OF SERVANTS MAY BE KEPT ON THE PREMISES.
THE ABOVE MENTIONED THREE CONDITIONS APPLIES ONLY TO THE LOTS CONVEYED IN THIS DEED, AND DOES NOT APPLY TO THE 10½ ACRE TRACT, WHICH IS HEREBY SPECIFICALLY EXEMPTED FROM THE ABOVE MENTIONED CONDITIONS.)

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 DALE BEVIN, 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 SEE X ABOVE
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.~~ SEE X ABOVE

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 10TH day of FEBRUARY, 193 9.

(SEAL) HOME OWNERS' LOAN CORPORATION,
By F.B. EMMERLING
Title STATE MANAGER

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, ELIZABETH N.SPCIER, 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 10 day of FEBRUARY, 193 9

(SEAL) ELIZABETH N.(SPICER, NOTARY PUBLIC.

My commission expires APRIL 7 1940.

REC'D FEB 14,1939 AT 1:32 P.M.