NUMBER 26442 RECORDED OCT. 11, 1939.

HOME OWNERS' LOAN CORPORATION, TO JAMES C. BELL, ET UX.

1084

HOLC Form 662-2, TENNESSEE Warranty Deed (vendor's lien retained) Approved 10-28-37

Property Management No. A-

For and in Consideration of the Sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS, $250.00, of which has been paid in cash and the remainder, $2250.00, with interest at five per cent per annum from OCTOBER 9TH, 1939, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

CK
JC.B.
B.M.B.

IN MONTHLY INSTALLMENTS OF $17.22 EACH, BEGINNING ONE CALENDAR MONTH AFTER THE DATE FROM WHICH INTEREST BEGINS TO ACCRUE AS ABOVE STATED, AND CONTINUING FOR A PERIOD OF 15 YEARS THEREAFTER OR UNTIL THE ENTIRE BALANCE WITH INTEREST AS AFORESAID, IS PAID IN FULL,

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 JAMES C.BELL AND WIFE, BIRDIE MAI BELL, NASHVILLE, 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. 136 AND 137 ON THE MAP OF MC-EWEN PLACE, AS OF RECORD IN BOOK 332, PAGE 133, OF THE REGISTERS OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 136 AND 137 FRONT TOGETHER 60 FEET ON THE WESTERLY SIDE OF IVINS STREET AND RUN BACK BETWEEN PARALLEL LINES 128 FEET, MORE OR LESS, TO AN ALLEY;

AND BEING THE SAME PROPERTY CONVEYED TO THE HOME OWNERS' LOAN CORPORATION BY TRUSTEE'S DEED FROM JOSEPH E.PASTERNACK, TRUSTEE, DATED AUGUST 10, 1939 AND RECORDED IN BOOK 1108, PAGE 486, OF THE REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE.

*PERMITTED ON SAID PREMISES; (2) SAID PREMISES SHALL NOT BE SOLD OR LEASED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT FOR AND DURING A PERIOD OF TWENTY-FIVE YEARS FROM THIS DATE, MAY 31, 1924; (3) THAT NO RESIDENCE SHALL BE ERECTED ON THE AFORESAID LOTS WHICH SHALL COST LESS THAN $1500.00 AT A REASONABLE ESTIMATE,

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.

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 AUBREY P.OTTARSON, 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 AS TO RESTRICTIONS AND CONDITIONS CONTAINED IN DEED FROM THE FOURTH AND FIRST BANK AND TRUST COMPANY TO H.E.SEXTON AND C.L.SEXTON OF RECORD IN BOOK 635, PAGE 715, REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE, AS FOLLOWS: (1) AS A PART OF THE CONSIDERATION FOR SAID LOTS AND OF THIS DEED ARE THE FOLLOWING CONDITIONS WHICH SHALL RUN WITH SAID LAND, TO-WIT; THAT THE SALE OF INTOXICATING LIQUORS SHALL NOT BE * 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 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 4 day of OCTOBER, 1939.

(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 4 day of OCTOBER, 1939.

(SEAL) ELIZABETH N.SPICER, NOTARY PUBLIC.

My commission expires APRIL 7, 1940.

RECD OCT. 10, 1939 AT 10:05 A.M.
MM

NUMBER 18068 RECORDED MAY 16, 1939. HOME OWNERS' LOAN CORP. TO HUGH B. WYNNE, ET UX.

1084

HOLC Form 662-2, TENNESSEE Warranty Deed (vendor's lien retained) Approved 10-28-37

Property Management No. A-229

For and in Consideration of the Sum of FOUR THOUSAND AND 00/100 DOLLARS, $400.00, of which has been paid in cash and the remainder, $3600.00, with interest at five per cent per annum from -, 1939, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

IN MONTHLY INSTALLMENTS OF $28.48 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.

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 HUGH B. WYNNE AND EDNA YOUNG WYNNE (WIFE), 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:
NASHVILLE,

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 75 IN ESKRIDGE SUBDIVISION OF PART OF THE W. B. FRANKLIN PROPERTY, AS OF RECORD IN BOOK 547, PAGE 52, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 75 FRONTS 60 FEET ON THE SOUTHERLY SIDE OF FAIRWIN AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 175 FEET TO A DEAD LINE. BEING THE SAME PROPERTY CONVEYED TO THE HOME OWNERS' LOAN CORPORATION BY TRUSTEE'S DEED OF ANDREW LAWSON DAVIS, SUBSTITUTE TRUSTEE, DATED OCTOBER 21ST, 1936, AND OF RECORD IN BOOK 998, PAGE 560, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

X 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.

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 AUBREY P. OTTARSON, 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 AS TO RESTRICTIVE COVENANTS CONTAINED IN THE DEED FROM MARTHA I. FRANKLIN ESKRIDGE AND HUSBAND TO RAMEY SMITH, DATED NOVEMBER 21, 1927, OF RECORD IN BOOK 704, PAGE 393, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. REFERENCE TO WHICH IS HERE MADE FOR THE PARTICULARS THEREOF, 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 9TH day of MAY, 1939.

(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 9 day of MAY, 1939.

(SEAL) ELIZABETH N. SPICER, NOTARY PUBLIC.

My commission expires THE 7 DAY OF APRIL, 1940.

RECEIVED MAY 15, 1939, AT 11:23 A.M.
FH