NUMBER 20619 RECORDED JUNE 29,1939 HOME OWNERS' LOAN CORP TO CHARLES A.BUTLER,ET UX

1084

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

Property Management No. A-524

For and in Consideration of the Sum of TWENTY-NINE HUNDRED AND NO/100 DOLLARS, $290.00, of which has been paid in cash and the remainder, $2610.00, with interest at five per cent per annum from JUNE 27, 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 $27.70 EACH, BEGINNING ONE CALENDAR MONTH AFTER THE DATE FROM WHICH INTEREST IS PAYABLE AS ABOVE STATED, AND CONTINUING FOR A PERIOD OF 10 YEARS THEREAFTER OR UNTIL THE ENTIRE BALANCE, WITH INTEREST AS AFORESAID, IS PAID IN FULL.

AND IN FURTHER CONSIDERATION THAT PURCHASER MAKE OR CAUSE TO BE MADE UPON THE PROPERTY HEREIN CONVEYED CERTAIN REPAIRS OR IMPROVEMENTS AS SPECIFIED IN HIS WRITTEN OFFER TO PURCHASE, DATED THE 8TH DAY OF JUNE,1939,AND ACCEPTED BY GRANTOR ON THE 17TH DAY OF JUNE,1939, SAME BEING FILED WITH GRANTOR AND AVAILABLE FOR EXAMINATION BY SUCH PERSONS AS EXHIBIT THE PROPER INTEREST THEREIN.

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 CHARLES A. BUTLER AND WIFE, CARRIE BUTLER, 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 LOT NO.19 OF BLOCK "E" ON THE PLAN OF EASTWOOD ADDITION, AS OF RECORD IN BOOK 332, PAGE 63, OF THE REGISTER'S OFFICE FOR SAID COUNTY;SAID LOT NO.19 FRONTS 50 FEET ON THE NORTHERLY SIDE OF JACKSON STREET OR WEST EASTLAND AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY; AND BEING THE SAME PROPERTY CONVEYED TO THE HOME OWNERS' LOAN CORPORATION BY TRUSTEE'S DEED FROM ELBERT EUGENE RUSSELL, SUBSTITUTE TRUSTEE, DATED MAY 27,1939, AND RECORDED IN BOOK 1113, PAGE 236 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 W.B. MARR, 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 --

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 24TH day of JUNE, 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 24 day of JUNE, 1939.

My commission expires 7 DAY OF APRIL 1940 (SEAL) ELIZABETH N.SPICER, NOTARY PUBLIC.

REC'D JUNE 29,1939 AT 3:10 P.M.



NUMBER, 20283 RECORDED JUNE 24, 1939 HOME OWNERS' LOAN CORP TO KATHLEEN BROWN

1084

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

Property Management No. A-143

For and in Consideration of the Sum of THIRTY TWO HUNDRED AND NO/100 DOLLARS, $320.00, of which has been paid in cash and the remainder, $2880.00, with interest at five per cent per annum from - - -, 19....., being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

IN MONTHLY INSTALLMENTS OF $22.79 EACH, BEGINNING ONE CALENDAR MONTH AFTER THE DATE FROM WHICH INTEREST IS PAYABLE 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

(XXX) 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 KATHLEEN BROWN, NASHVILLE, hereinafter referred to as "Purchaser," HER 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. 220 ON THE MAP OF THE RICHLAND REALTY COMPANY'S SECOND SUBDIVISION DIVISION "B" AS OF RECORD IN BOOK NO. 332, PAGE 92 REGISTER'S OFFICE FOR SAID COUNTY; SAID LOT NO. 220 FRONTS 50 FEET ON THE NORTHERLY SIDE OF CENTRAL AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES, 200 FEET TO AN ALLEY; AND BEING THE SAME PORPERTY CONVEYED TO THE HOMEOWNERS' LOAN CORPORATION BY TRUSTEE'S DEED FROM JOSEPH E. PASTERNACK, SUBSTITUTE TRUSTEE, DATED JULY 27, 1936, AND RECORDED IN BOOK 1003, PAGE 460 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

(X) EXCEPT AS TO THE RIGHTS OR CLAIMS TO POSSESSION BY PRESENT OCCUPANTS; ALSO, EXCEPT AS TO ANY AND ALL CLAIMS OR INTERESTS THAT MAY EXIST BECAUSE OF THE FOLLOWING ENCROACHMENTS: (1) THE DWELLING ON THE ADJACENT PROPERTY ENCROACHES ABOUT 2½ FEET UPON THE PROPERTY HEREIN CONVEYED; ALSO, (2) THE GARAGE ON THE PROPERTY HEREIN CONVEYED ENCROACHES ABOUT 1.3 FEET ON THE ADJACENT PROPERTY;

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 BEVAN, 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 (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, HER heirs, representatives and assigns, against the lawful claims of all persons whomsoever except as aforesaid, and except as to all (SEE XXX ABOVE) 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 22ND day of JUNE, 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 22 day of JUNE, 1939.

My commission expires THE 7 DAY OF APRIL 1940 (SEAL) ELIZABETH N. SPICER, NOTARY PUBLIC.

REC'D JUNE 23, 1939 AT 12;55 P.M.
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