NUMBER 23028 RECORDED AUG. 11TH 1939 HOME OWNERS' LOAN CORPORATION TO HENRY C.WILSON ET UX

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

Property Management No. A-152

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 AUGUST 11TH, 1939, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

IN MONTHLY INSTALLMENTS OF $33.43 EACH , BEGINNING ONE CALENDAR MONTH AFTER THE DATE FROM WHICH INTEREST IS PAYABLE AS ABOVE STATED, AND CONTINUING FOR A PERIOD OF TEN 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 HENRY C.WILSON AND LULA HUGHES WILSON (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: BEING PART OF LOT #7 ON THE PLAN OF W.L.HORN'S SPOUT SPRING TRACT, AS OF RECORD IN BOOK 57, PAGE 106, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS;

BEGINNING ON THE WESTERLY MARGIN OF 18TH (FORMERLY ROY) STREET,AT A POINT 106 FEET NORTH OF THE NORTHERLY MARGIN OF MCEWEN AVENUE; THENCE WITH THE WESTERLY MARGIN OF SAID STREET NORTHWARDLY 50 FEET THREN WESTWARDLY PARALLEL WIT H SAID AVENUE 169 FEET TO THE EASTERLY LINE OF LOT NO.6, THENCE WITH SAME SOUTHWARDLY 50 FEET THENCE EASTWARDLY 169 FEET TO THE BEGINNING, BEING THE SAME PROPERTY CONVEYED TO THE HOME OWNERS' LOAN CORPORATION BY TRUSTEE'S DEED OF CHARLES L. CORNELIUS SUBST TUTE TRUSTEE,DATED AUGUST 19TH, 1936,AND OF RECORD IN BOOK 1003 PAGE 570 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

(*) COVENANTS EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD AGAINST THE PROPERTY HEREIN DESCRIBED; ANY STATE OF BACTS WHICH AN ACCURATE SURVEY OF SAID PROPERTY WOULD SHOW ; AND THE LIEN OF ALL TAXES AND ASSESSMENTS FOR THE CURRENT YEAR AND OF 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 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 ~~TO ALL OF WHICH THIS CONVEYANCE IS MADE SUBJECT~~

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 1ST day of AUGUST, 1939

(SEAL) HOME OWNERS' LOAN CORPORATION,

By CLOUD V. ECKHARDT,

Title ASSISTANT STATE MANAGER IN CHRAGE OF PROPERTY MANAGEMENT

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, ELIZABETH N. SPICER, a Notary Public in and for the State and County aforesaid, personally appeared CLOUD V. ECKHARDT OF PROPERTY MANAGEMENT, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the ASS'T STATE MANAGER IN CHARGE OF PROPERTY MANAGEMENT of the HOME OWNERS' LOAN CORPORATION, a corporate instrumentality of the United States of America, the within named bargainor, and that he as such ASS'T STATE MANAGER IN CHARGE OF PROPERTY MANAGEMENT being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as ASS'T STATE MANAGER IN CHARGE OF PROPERTY MANAGEMENT

Witness my hand and seal at office in Nashville, Tennessee, this 1 day of AUGUST, 1939.

(SEAL) ELIZABETH N.SPICER, NOTARY PUBLIC.

My commission expires 7 DAY OF APRIL 1940

RECD AUG. 11TH 1939 AT 11;18 A.M.

NUMBER 23848 RECORDED AUG. 28TH 1939 HOME OWNERS' LOAN CORPORATION TO CHAS. S. HENDERSON ET XU

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

Property Management No. A-525

For and in Consideration of the Sum of FIFTY TWO HUNDRED FIFTY AND NO/100 DOLLARS, $1250.00 of which has been paid in cash and the remainder, $4,000.00, with interest at five per cent per annum from AUGUST 25, 1939, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

IN MONTHLY INSTALLMENTS OF $42.44 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 PURCHASERS MAKE OR CAUSE TO BE MADE UPON THE PROPERTY HEREIN CONGEYED , CERTAIN REPAIRS OR IMPROVEMENTS AS SPECIFIED IN THEIR WRITTEN OFFER TO PURCHASE DATED AUGUST 5, 1939 AND ACCEPTED BY GRANTOR ON AUGUST 18, 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 S. HENDERSON AND WIFE ELSIE W. HENDERSON, 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 PART OF LOT NO.11 ON THE PLAT OF JOSEPH WARNER'S SUBDIVISION AS OF RECORD IN BOOK 332, PAGE 154, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS;
BEGINNING ON THE NORTHERLY MARGIN OF GILLESPIE STREET, AT THE CORNER OF LOTS NOS. 11 AND 12; THENCE WITH THE LINE BETWEEN SAID TWO LOTS NORTHWARDLY 186½ FEET TO THE SOUTHERLY LINE OF LOT NO.4 ON SAID PLAN THENCE WITH THE SOUTHERLY LINE OF SAID LOT NO.4, WESTWARDLY 101 FEET TO THE CORNER OF LOTS 10 AND 11; THENCE WITH THE LINE BETWEEN SAID TWO LOTS SOUTHWARDLY 94 FEET 3 INCHES TO THE NORTHWEST CORNER OF A STRIP OF GROUND CONVEYED TO NORMAN S, MCEWEN AND WIFE BY DEED FROM SAM COHEN AND WIFE, OF RECORD IN BOOK 660 PAGE 590, SAID REGISTER'S OFFICE ; THENCE WITH THE NORTHERLY LINE OF SAID STRIP , EASTWARDLY 1-1/2 FEET TO SAID MCEWEN'S NORTHEAST CORNER THENCE WITH THE EASTERLY LINE OF SAID MCEWEN PROPERTY, SOUTHWARDLY 75 FEET TO THE NORTHERLY MARGIN OF GILLESPIE STREET, THENCE WITH SAME EASTWARDLY 98-1/2 FEET TO THE BEGINNING AND BEING THE SAME PROPERTY CONVEYED TO THE HOME OWNER'S LOAN CORPORATION BY TRUSTEE'S DEED FROM ANDREW LAWSON DAVIS SUBSTITUTE TRUSTEE DATEB, MAY 31, 1939 AND RECORDED IN BOOK 1104, PAGE 360 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE.

(*) COVENANTS EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD AGAINST THE PROPERTY HEREIN DESCRIBED; ANY STATE OF BACTS 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 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 IN DEED FROM JOSEPH WARNER AND WIFE TO GREG BAKER OF RECORD IN BOOK 435, PAGE 455, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

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 25TH day of AUGUST, 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 25 day of AUGUST, 1939

(SEAL) ELIZABETH N.SPICER, NOTARY PUBLIC.

My commission expires 7 DAY OF ABRIL 1940

RECD AUG. 26TH 1939 AT 9;27 A.M.