NUMBER 27624 RECORDED OCT 31, 1939. HOME OWNERS' LOAN CORP. TO C. J. TIDWELL, ET UX

1084

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

Property Management No. A-530

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 ~~4½~~ 4 per cent per annum from OCTOBER 30, 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 $17.21 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 C. J. TIDWELL (MARRIED), 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:

NASHVILLE,

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE WESTERLY HALF OF LOT 28, ON THE PLAN OF WEST END ANNEX, AS OF RECORD IN BOOK 332, PAGE 61, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF SAID LOT NO. 28 FRONTS 50 FEET ON THE NORTHERLY SIDE OF COLORADO AVENUE, FORMERLY 9TH STREET, AND RUNS BACK BETWEEN PARALLEL LINES, 164.4 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 JUNE 10, 1939 AND RECORDED IN BOOK 1113, PAGE 282, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

(X) COVENANTS, EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD AGAINST THE PROPERTY HEEIN 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, 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

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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.~~ 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 27TH day of OCTOBER, 193 9

(SEAL) HOME OWNERS' LOAN CORPORATION,

By F. B. EMMERLING,

Title STATE MANAGER.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, ROY A. MILES, 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 27 day of OCTOBER, 193 9.

My commission expires 16 DAY OF MAY, 1940 (SEAL) ROY A. MILES, NOTARY PUBLIC.

RECEIVED OCT. 31, 1939, AT 8:31 A.M.

NUMBER 27663 RECORDED NOV. 1ST, 1939.

HOME OWNERS' LOAN CORPORATION TO W.B. BURRUM, ET UX.

1084

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

Property Management No. A-141

For and in Consideration of the Sum of TWENTY-TWO HUNDRED FIFTY AND NO/100 DOLLARS, $ 125.00, of which has been paid in cash and the remainder, $ 2125.00, with interest at 4½ per cent per annum from OCTOBER 18, 19 39, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit: A.E.B. W.B.B.

IN MONTHLY INSTALLMENTS OF $21.25 EACH, BEGINNING ONE CALENDAR MONTH AFTER THE DATE FROM WHICH INTEREST BEGINS TO ACCRUE AS ABOVE STATED, AND CONTINUING FOR A PERIOD OF 10 YEARS AND 6 MONTHS 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 W.B.BURRUM AND WIFE, A.ELIZABETH BURRUM, 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, TENN., BEING LOTS NOS. 713, 715, AND 717 OF BLOCK 93, PLAN NO.1, WEST NASHVILLE, AS OF RECORD IN BOOK 57, PAGES 74 AND 75, REGISTERS OFFICE FOR SAID COUNTY; SAID LOTS NOS. 713, 715, AND 717 FRONT TOGETHER 75 FEET ON THE NORTHERLY SIDE OF ALABAMA AVENUE, AND RUN 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 ANDREW LAWSON DAVIS, SUBSTITUTE TRUSTEE, DATED JULY 30, 1936, AND RECORDED IN BOOK 1003, PAGE 492 OF THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE.

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* 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 ELBERT EUGENE RUSSELL, 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 11TH day of OCTOBER, 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 11TH day of OCTOBER, 193 9.

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

RECD OCT. 31, 1939 AT 1:45 P M

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