HOLC Form 662-2, TENNESSEE Warranty Deed (vendor's lien retained) Approved 10-25-37

Book No. 1084

Property Management No. A-317

For and in Consideration of the Sum of ONE THOUSAND AND NO/100 DOLLARS, $ 75.00, of which has been paid in cash and the remainder, $ 925.00, with interest at FOUR AND ONE-HALF per cent per annum from JUNE 13TH, 19 40, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

IN MONTHLY INSTALLMENTS OF $9.60 EACH, BEGINNING ONE CALENDAR MONTH AFTER DATE FROM WHICH INTEREST BEGINS TO ACCRUE 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,

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 FRANK REEDUS AND WIFE, A.Z. REEDUS, 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. 273 , ON THE PLAN OF HEFFERNAN PLACE, AS OF RECORD IN BOOK 161, PAGE 138, REGISTER'S OFFICE FOR SAID COUNTY; SAID LOT NO. 273 FRONTS 50 FEET ON THE NORTHERLY SIDE OF MORENA STREET, 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 ANDREW EWING, SUBSTITUTE TRUSTEE, DATED APRIL 12, 1937, AND RECORDED IN BOOK 1027, PAGE 168, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

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 JOSEPH E. PASTERNACK, 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 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.

**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 MAY, 194 0

(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 27TH day of MAY, 194 0

(SEAL) ELIZABETH N. SPICER, NOTARY PUBLIC

My commission expires THE 6TH DAY OF APRIL, 1944.

RECEIVED JUNE 14, 1940, AT 11:41 A.M.



HOLC Form 662-2, TENNESSEE Warranty Deed (vendor's lien retained) Approved 10-25-37

Book No. 1084

Property Management No. A-228

For and in Consideration of the Sum of THIRTY-FOUR HUNDRED AND NO/100 DOLLARS, $ 1400.00, of which has been paid in cash and the remainder, $ 2000.00, with interest at FOUR AND ONE-HALF per cent per annum from JUNE 20TH, 19 40, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

IN MONTHLY INSTALLMENTS OF $15.30 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.L. ADAMS AND WIFE, BERTHEL ANN ADAMS, 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 THE WESTERLY HALF OF LOT NO. 61 ON THE MAP OF I.C. MCMAHAN'S SUBDIVISION OF PART OF THE MAPLEWOOD LANDS, AS OF RECORD IN BOOK 547 PAGE 78, REGISTER'S OFFICE FOR SAID COUNTY; SAID PART OF LOT NO. 61 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF MAPLEWOOD LANE, AND RUNS BACK 297 FEET 3 INCHES ON THE WESTERLY LINE AND 296 FEET, MORE OR LESS, ON THE EASTERLY LINE TO A DEAD LINE AND MEASURES 50 FEET THEREON; AND BEING THE SAME PROPERTY CONVEYED TO THE HOME OWNERS' LOAN CORPORATION BY TRUSTEE'S DEED FROM CHARLES L. CORNELIUS, SUBSTITUTE TRUSTEE, DATED OCTOBER 19, 1936, AND RECORDED IN BOOK 1021, PAGE 126, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

X( AS TO THE RIGHTS OR CLAIMS TO POSSESSION BY PRESENT TENANTS; ALSO, EXCEPT AS TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM SARAH E. MCMAHAN AND HUSBAND, TO M.N. YOUNG, OF RECORD IN BOOK 739 PAGE 584, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.; AND ALSO, EXCEPT AS TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM M.N. YOUNG AND WIFE, TO R. LOYD SCOBEY AND WIFE, OF RECORD IN BOOK 784, PAGE 30, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

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 SEE X

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 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.

**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 19TH day of JUNE, 194 0

(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 19TH day of JUNE, 194 0.

(SEAL) ELIZABETH N. SPICER, NOTARY PUBLIC

My commission expires 7 6TH DAY OF APRIL 1944

REC'D JUNE 20, 1940 AT 2:35 P.M.