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

Book No. 1084

Property Management No. A-603

For and in Consideration of the Sum of THREE THOUSAND AND NO/100 DOLLARS, $ 300.00, of which has been paid in cash and the remainder, $ 2700.00, with interest at five per cent per annum from FEBRUARY 8TH, 19 41, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

IN MONTHLY INSTALLMENTS OF $20.66 EACH, BEGINNING ONE CALENDAR MONTH AFTER THE DATE FROM WHICH INTEREST BEGINS TO ACCRUE AS ABOVE STATED, AND CONTINUING FOR A PERIOD 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 WILLIE GRAVES GARRETT AND WIFE, EMMA LILLIAN GARRETT, 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. 321 ON THE PLAN OF THE EDGEFIELD LAND COMPANY'S SECOND SUBDIVISION, AS OF RECORD IN BOOK 57, PAGE 152, REGISTER'S OFFICE FOR SAID COUNTY; SAID LOT NO. 321 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF LILLIAN 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 AUBREY P. OTTARSON, JR., SUBSTITUTE TRUSTEE, DATED OCTOBER 21, 1940, AND RECORDED IN BOOK 1153, PAGE 257, OF THE REGISTER'S OFFICE OF 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 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 6TH day of FEBRUARY, 194 1.

(SEAL) HOME OWNERS' LOAN CORPORATION,

By CLOUD V. ECKHARDT

Title ASST. STATE MANAGER IN CHARGE OF PROPERTY MANAGEMENT.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, ALICE BREW, a Notary Public in and for the State and County aforesaid, personally appeared CLOUS V. ECKHARDT, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the ASST. 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 ASST. STATE MANAGER IN CHARGE OF PROPERTY, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as ASST. STATE MANAGER IN CHARGE OF PROPERTY MANAGEMENT

Witness my hand and seal at office in Nashville, Tennessee, this 6TH day of FEBRUARY, 194 1.

(SEAL) ALICE BREW, NOTARY PUBLIC.

My commission expires THE 9TH DAY OF OCTOBER, 1944.

U.S.R.S. $3.30

RECEIVED FEB. 11, 1941, AT 11:02 A.M.

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

Book No. 1084

Property Management No. A-605

For and in Consideration of the Sum of SIX HUNDRED FIFTY AND NO/100 DOLLARS, $ 150.00, of which has been paid in cash and the remainder, $ 500.00, with interest at five per cent per annum from FEBRUARY 10, 19 41, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

IN MONTHLY INSTALLMENTS OF $26.00 EACH, BEGINNING ONE CALENDAR MONTH AFTER THE DATE FROM WHICH INTEREST BEGINS TO ACCRUE AS ABOVE STATED, AND CONTINUING FOR A PERIOD OF 1 YEARS AND 8 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 NATIONAL LOAN & GUARANTY COMPANY, IN/CORPORATED REPRESENTATIVES, hereinafter referred to as "Purchaser," ITS/ 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 LOTS NOS. 44 AND 46 ON THE MAP OF CHARLOTTE HEIGHTS, AS OF RECORD IN BOOK 57, PAGE 169 REGISTER'S OFFICE FOR SAID COUNTY; SAID LOTS NOS. 44 AND 46 FRONT TOGETHER 74 FEET ON THE WESTERLY SIDE OF 31ST AVENUE, NORTH, FORMERLY ROYAL AVENUE, AND RUN BACK BETWEEN PARALLEL LINES WITH THE SOUTHERLY MARGIN OF WATKINS STREET 145 FEET TO AN ALLEY; ALSO THE NORTHERLY 26 FEET OF LOT 42 ON THE PLAN OF CHARLOTTE HEIGHTS, AS OF RECORD IN BOOK 57, PAGE 169, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; SAID LOT FRONTS 26 FEET ON THE WESTERLY SIDE OF 31ST AVENUE NORTH, AND EXTENDS BACK WESTWARDLY BETWEEN PARALLEL LINES 145 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 NOVEMBER 1, 1940, AND RECORDED IN BOOK 1153, PAGE 286 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 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, ITS REPRESENTATIVES 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 THE RIGHTS OR CLAIMS TO POSSESSION BY PRESENT OCCUPANTS

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, ITS 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 28TH day of JANUARY, 194 1.

(SEAL) HOME OWNERS' LOAN CORPORATION,

By F. B. EMMERLING

Title STATE MANAGER

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, ALICE BREW, 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 28TH day of JANUARY, 194 1.

(SEAL) ALICE BREW, NOTARY PUBLIC.

My commission expires THE 9TH DAY OF OCTOBER 1944

U.S.R.S. $1.10

REC'D FEB 13, 1941 AT 8:50 A.M.