NUMBER 45609 RECORDED SEPT. 18, 1940. A. J. HALE, JR. ET UX TO W. L. HYDER, ET UX. 369

49098 MARSHALL & BRUCE CO. GARRVILLE

Book No. 1148

For and in consideration of the sum of ($3237.73) THIRTY TWO HUNDRED THIRTY SEVEN AND 73/100 DOLLARS,

OF WHICH FIVE HUNDRED ($500.00) DOLLARS HAS BEEN PAID IN CASH BY W. L. HYDER AND WIFE, MILDRED S. HYDER, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER OF SAID CONSIDERATION, THE SAID W. L. HYDER AND WIFE MILDRED S. HYDER EXPRESSLY ASSUME AND AGREE TO PAY THE UNPAID BALANCE OF A FIRST MORTGAGE LOAN ON THE FEDERAL HOUSING ADMINISTRATION PLAN, SAID LOAN BEING ORIGINALLY FOR $2900.00 BUT REDUCED BY VARIOUS CREDITS AS OF OCTOBER IST, 1940 TO THE SUM OF $2737.73, SAID DEED BEING MORE FULLY DESCRIBED IN AND SECURED BY A DEED OF TRUST TO MARVIN K. BARRY, TRUSTEE, DATED DECEMBER IST, 1938, AND RECORDED IN BOOK 862, PAGE 74, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HERE MADE, AND THE SAID GRANTEES ALSO EXPRESSLY ASSUME AND AGREE TO ALL THE TERMS AND CONDITIONS OF SAID DEED OF TRUST WITH ESPECIAL REFERENCE TO THE AGREEMENT AS TO THE PAYMENT OF TAXES, INSURANCE PREMIUMS, ETC., TOGETHER WITH THE PRINCIPAL AND INTEREST PAYMENTS AS THEY SEVERALLY MATURE. IT IS UNDERSTOOD THAT THE GRANTORS HEREIN WILL PAY THE SEPTEMBER 1, 1940 AND OCTOBER 1, 1940 PAYMENTS PROVIDED IN SAID DEED OF TRUST AND THE NOTE SECURED THEREIN.

WE, A. J. HALE, JR. AND WIFE GRACE E. HALE HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID W. L. HYDER AND WIFE MILDRED S. HYDER, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING LOTS NOS. 74 AND 75 ON THE MAP OF MCEWEN PLACE AS OF RECORD IN BOOK 332, PAGE 133, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 74 AND 75 FRONT 30 FEET EACH ON THE WESTERLY SIDE OF BRUSHNELL STREET AND RUN BACK BETWEEN PARALLEL LINES 136 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO A. J. HALE, JR. AND WIFE, GRACE E. HALE, BY DEED FROM CENTRAL MORTGAGE COMPANY OF RECORD IN BOOK 1079, PAGE 242, SAID REGISTER'S OFFICE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said W. L. HYDER AND WIFE MILDRED S. HYDER, THEIR ..... heirs and assigns, forever, and WE do covenant with the said W. L. HYDER AND WIFE MILDRED S. HYDER, that WE ARE lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered, EXCEPT AS TO DEED OF TRUST HEREINABOVE SET OUT, AND 1940 TAXES WHICH ARE ASSUMED BY THE GRANTEES.

And WE, A. J. HALE, JR. AND WIFE GRACE E. HALE, do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said W. L. HYDER AND WIFE MILDRED S. HYDER, THEIR heirs and assigns, against the lawful claims of all persons whomsoever

Witness OUR hands, this 30TH day of AUGUST, 1940.

A. J. HALE, JR.

GRACE E. HALE

NORTH CAROLINA,

STATE OF ~~TENNESSEE, DAVIDSON~~ COUNTY. GUILFORD

Personally appeared before me, JOHN C. STRICKLAND a Notary Public in and for said County and State, the within-named A. J. HALE, JR. AND WIFE GRACE E. HALE,

the bargainors, with whom I am personally acquainted, and who acknowledged that THEY ARE executed the within instrument for the purposes therein contained.

And ..... X ....., wife of the said ..... X ....., having appeared before me privately and apart from husband, the said X acknowledged the execution of the said instrument to have been done by X freely, voluntarily, and understandingly, without compulsion or constraint from said husband and for the purposes therein expressed.

Witness my hand and official seal at ~~Nashville, Tennessee,~~ NORTH CAROLINA this 9 day of AUGUST, 1940.

Commission Expires 27 day of JAN., 1942 (Seal.) JOHN C. STRICKLAND
Notary Public.

U.S.R.S. $0.55

RECEIVED SEPT. 17, 1940, AT 10:19 A.M.