DAVIDSON COUNTY WARRANTY DEED

Book No. 1174

NUMBER 52754

RECORDED JAN. 21, 1941.

H. O. L. C.

TO APPT OF SUB. TR

ANDREW LAWSON DAVIS.

SUBSTITUTION OF TRUSTEE

UNDER AND BY VIRTUE OF THE AUTHORITY VESTED IN THE UNDERSIGNED AS THE OWNER AND HOLDER OF THE INDEBTEDNESS SECURED BY A TRUST DEED EXECUTED BY MINNIE L. PAMPLIN AND HUSBAND, J. S. PAMPLIN TO CHARLES H. LITTERER, AS TRUSTEE FOR THE HOME OWNERS' LOAN CORPORATION OF WASHINGTON, D. C., WHICH TRUST DEED IS DATED JULY 5, 1934, AND IS RECORDED IN RECORD BOOK 951, VOLUME -- , PAGE 219, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, THE UNDERSIGNED, HOME OWNERS' LOAN CORPORATION, FOR REASONS SUFFICIENT UNDER THE TERMS OF SAID TRUST DEED, HEREBY APPOINTS AND SUBSTITUTES ANDREW LAWSON DAVIS, WHO IS ATTORNEY FOR DAVIDSON COUNTY, TENNESSEE, OF THE HOME OWNERS' LOAN CORPORATION, AS TRUSTEE IN SAID TRUST DEED.

IN WITNESS WHEREOF, THE HOME OWNERS' LOAN CORPORATION HAS CAUSED ITS CORPORATE NAME TO BE HERETO SIGNED AND ITS COMMON SEAL AFFIXED BY AN OFFICER DULY AUTHORIZED SO TO ACT.

DATED AT MEMPHIS, TENNESSEE, THIS 16TH DAY OF JANUARY, 1941.

(SEAL) HOME OWNERS' LOAN CORPORATION

BY PAUL E. VARDEMAN,
REGIONAL MANAGER

STATE OF TENNESSEE

COUNTY OF SHELBY

BEFORE ME, BERTHA GOLDMAN, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED PAUL E. VARDEMAN, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE REGIONAL MANAGER OF THE HOME OWNERS' LOAN CORPORATION, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE, AS SUCH REGIONAL MANAGER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS REGIONAL MANAGER AND AFFIXING TO THE INSTRUMENT THE SEAL OF THE SAID CORPORATION.

WITNESS MY HAND AND SEAL AT OFFICE AT MEMPHIS THIS 16TH DAY OF JANUARY, 1941.

(SEAL) BERTHA GOLDMAN,
NOTARY PUBLIC.

MY COM. EXP THE 2ND DAY OF APRIL, 1944.

RECEIVED JAN. 21, 1941M AT 9:35 A.M.
FH

NUMBER 52751

RECORDED JAN. 22 1941

I. H. GIBSON, ET UX

TO DEED

FRANK WHITE, ET UX.

[illegible] and I am the true and lawful owner of the above [illegible] and I hereby acknowledge the satisfaction thereof and discharge of the same. In witness whereof, I have hereunto set my hand this 6 day of [illegible] 1956

J. B. Wilson

DEED.

FOR AND IN CONSIDERATION OF THE SUM OF THIRTEEN HUNDRED FIVE & 00/100 DOLLARS ($1,305.00), PAID AND TO BE PAID BY FRANK WHITE AND WIFE, KATIE WHITE, AS FOLLOWS:

DAVIDSON COUNTY WARRANTY DEED

Book No. 1174

FIVE & 00/100 DOLLARS ($5.00) CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE BALANCE THIRTEEN HUNDRED & 00/100 DOLLARS ($1,300.00), THE SAID FRANK WHITE AND WIFE, KATIE WHITE, HAVE THIS DAY EXECUTED THEIR NOTE PAYABLE TO THE ORDER OF I. H. GIBSON FOR THE SUM OF $1300.00, THE SAME BEARING INTEREST AT THE RATE OF SIX PERCENT (6%) PER ANNUM, PAYABLE PRINCIPAL AND INTEREST IN MONTHLY INSTALLMENTS OF NINE & 32/100 DOLLARS ($9.32) PER MONTH, THE FIRST INSTALLMENT TO BE DUE ON FEBRUARY 16, 1941 AND ANOTHER LIKE SUM ON THE 16TH DAY OF EACH SUCCEEDING MONTH UNTIL THE MATURITY OF THE ENTIRE DEBT, PRINCIPAL AND INTEREST; PAYMENT TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL. INTEREST ON THE NOTE SHALL BE FIGURED FROM JANUARY 16, 1941 AND EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON UNPAID BALANCE.

SAID NOTE ALSO PROVIDES THAT TIME IS OF THE ESSENCE OF THE CONTRACT AND THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY INSTALLMENT FOR A PERIOD OF THIRTY DAYS, THE HOLDER OF SAID NOTE MAY AT HIS OPTION DECLARE THE ENTIRE REMAINDER OF THE DEBT, PRINCIPAL AND INTEREST, IMMEDIATELY DUE AND COLLECTIBLE AND PROCEED AT ONCE TO FORECLOSE, AND THAT A FAILURE TO EXERCISE THE OPTION FOR ANY DEFAULT SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO EXERCISE THE OPTION AT ANY OTHER TIME; AND PROVIDES FOR THE PAYMENT OF ATTORNEY'S FEES, IF SAME IS PLACED IN THE HANDS OF AN ATTORNEY, AND FOR THE PAYMENT OF ALL COSTS OF COLLECTION.

IN ADDITION TO THE AGREEMENT CONTAINED IN SAID NOTE, THE GRANTEES HEREUNDER ALSO AGREE TO PAY TO THE HOLDER OF SAID NOTE EACH MONTH ONE-TWELFTH OF THE ESTIMATED ANNUAL AGGREGATE OF STATE AND COUNTY TAXES AND CITY TAXES AND PREMIUMS FOR FIRE AND WINDSTORM INSURANCE, WHICH SAID GRANTEES ARE REQUESTED TO PAY AS HEREIN PROVIDED, AND FROM THE SUM SO PAID, THE HOLDER OF SAID NOTE SHALL PAY TAXES AND INSURANCE AS THEY MATURE; AND THE RIGHT OF THE HOLDER OF SAID NOTE TO DECLARE A DEFAULT AND FORECLOSE SHALL EQUALLY APPLY TO DEFAULTS IN THE PAYMENT OF TAXES AND INSURANCE PREMIUMS.

TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL AND INTEREST, ATTORNEY FEES AND TAXES AND INSURANCE PREMIUMS, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED.

I.H.GIBSON AND WIFE MARY B.GIBSON HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID FRANK WHITE AND WIFE KATIE WHITE, THEIR HEIRS AND ASSIGNS, A CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS;

BEING LOT NO.13 ON THE MAP OF L.C.THUSS SUBDIVISION OF A PART OF THE BARROW LANDS AS OF RECORD IN BOOK 547, PAGE 102, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

SAID LOT NO.13 FRONTS 40 FEET ON THE WESTERLY SIDE OF 28TH AVENUE NORTH AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY

BEING THE SAME PROPERTY CONVEYED TO I.H.GIBSON ET UX, BY DEED OF RECORD IN BOOK 1129, PAGE 535, R.O.D.C. TENNESSEE.

TO HAVE AND TO HOLD SAID REAL ESTATE WITH THE APPURTENANCES ESTATE, TITLE AND INTEREST THERETO BELONGING TO THE SAID FRANK WHITE AND WIFE KATIE WHITE, THEIR HEIRS AND ASSIGNS FOREVER. SAID I.H.GIBSON AND WIFE MARY B. GIBSON , COVENANT THAT THEY ARE LAWFULLY SEIZED AND POSSESSED OF SAID REAL ESTATE IN FEE SIMPLE HAVE A GOOD RIGHT TO CONVEY IT AND THAT THE SAME IS UNENCUMBERED.