NUMBER 23765 RECORDED APRIL 6, 1945 WALTER S. WILLIAMS ET UX TO RAYMOND H.ELLIS AND WIFE

Book No. 1316

For and in consideration of the sum of TWO THOUSAND NO/100 ---P---P-----DOLLARS

AND THE ASSUMPTION BY THE GRANTEES OF THE PAYMENT OF THE 1945 TAXES ON THE PROPERTY HEREINAFTER CONVEYED, OF WHICH SAID $2,000.00, THE SUM OF $1,300.00 ~~THEXSUMXOFX$X,XXX.XX~~ HAS THIS DAY BEEN PAID IN CASH BY THE GRANTEES, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE BALANCE OF $800.00 THE GRANTEES HAVE EXECUTED A SERIES OF FORTY (40) PROMISSORY NOTES, DATED APRIL IST, 1945, EACH IN THE PRINCIPAL SUM OF $20.00 EACH, THE FIRST OF SAID NOTES BEING DUE ON OR BEFORE MAY IST, 1945 AND THE REMAINING 39 NOTES FALLING DUE AT THE RATE OF ONE ON OR BEFORE THE FIRST DAY OF EACH MONTH THEREAFTER FOR 39 CONSECUTIVE MONTHS, AND EACH OF SAID NOTES BEARING INTEREST AT THE RATE OF 6 PER CENT PER ANNUM FROM DATE, AND TO SECURE SAID NOTES A VENDOR'S LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREINAFTER CONVEYED,

WE, WALTER S. WILLIAMS AND WIFE, LOUISE PARDUE WILLIAMS HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID RAYMOND H. ELLIS AND WIFE, JEWELL ELLIS, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS; TO WIT:

LOT NO.604 OF BLOCK NO.30 ON THE MAP OF CHARLOTTE PARKE COMPANY'S FIRST ADDITION, AS OF RECORD IN BOOK 57 PAGE 103, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.604 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF IDAHO AVENUE, FORMERLY 5TH STREET, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY. BEING SAME PROPERTY CONVEYED TO WALTER S. WILLIAMS BY DEED FROM NORMAN W. WINKLER AND WIFE, OF RECORD IN BOOK 882 PAGE 407, SAID REGISTER'S OFFICE.

IT IS EXPRESSLY AGREED, UNDERSTOOD, AND STIPULATED THAT THE GRANTEES SHALL KEEP THE PROPERTY INSURED AGAINST LOSS FROM FIRE IN THE SUM OF $1500.00, WITH LOSS PAYABLE TO THE GRANTORS AS THEIR INTEREST MAY APPEAR, UNTIL ALL OF SAID NOTES HAVE BEEN PAID. IN THE EVENT THE GRANTEES DEFAULT IN THE PAYMENT OF ANY ONE OF SAID INSTALLMENTS NOTES, AND SAID DEFAULT CONTINUES FOR AS LONG AS SIXTY (60) DAYS, OR IF THEY FAIL TO CARRY INSURANCE AS ABOVE SPECIFIED, THE HOLDER OF SAID NOTES MAY DECLARE ALL THE OUTSTANDING NOTES, PRINCIPAL AND INTEREST DUE AND PAYABLE IMMEDIATELY.

I declare that I am the true and lawful holder of the claim secured by the mortgage within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 30 day of Dec 1948.

W. S. Williams

Attest: J. P. Wilson DEPUTY RECORDER

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said RAYMOND H.ELLIS AND WIFE, JEWELL ELLIS, THEIR, heirs and assigns, forever, and WE do covenant with the said RAYMOND H.ELLIS AND JEWELL ELLIS that WE ARE lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered.

EXCEPT FOR 1945 TAXES WHICH THE GRANTEES ASSUME AND AGREE TO PAY.

And WE, WALTER S. WILLIAMS AND WIFE, LOUISE PARDUE / WILLIAMS do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said RAYMOND H.ELLIS AND JEWELL ELLIS, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 6TH day of APRIL 1945.

WALTER S. WILLIAMS

LOUISE PARDUE WILLIAMS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CLAUDE CALLICOTT a Notary Public in and for said County and State, the within-named WALTER S. WILLIAMS AND LOUISE PARDUE WILLIAMS the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X wife of the said X, having appeared before me privately and apart from X husband, the said X acknowledged the execution of the said instrument to have been done by 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, this 6TH day of APRIL, 1945.

Commission Expires 6 day of APRIL, 1948 (Seal) CLAUDE CALLICOTT Notary Public.

U.S.R.S.$2.20

APRIL 6, 1945 AT 1:35 P.M.

NUMBER 23559 RECORDED APRIL 4, 1945 GEORBE R. MILLER ET UX TO SEWELL B. RIVERS ET UX

Book No. 1316

For and in consideration of the sum of $1.00 ONE AND NO/100 - - -----DOLLARS CASH IN HAND TO US PAID, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF ALL OF WHICH IS HEREBY ACKNOWLEDGED, TO US PAID BY SEWELL B. RIVERS AND WIFE MINNIE RIVERS, WE, GEORGE R. MILLER AND WIFE, BIRDIE PHELAN MILLER HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID SEWELL B. RIVERS AND WIFE, MINNIE RIVERS, THEIR HEIRS AND ASSIGNS, A CERTAINN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

"BEING THE NORTH ONE-HALF OF LOT NO.32 OF BLOCK "D" ON THE MAP OF COUNTRY CLUB ESTATES, OF RECORD IN BOOK 843, PAGE 95, REGISTER'S OFFICE FOR SAID COUNTY: SAID PART OF SAID LOT NO.32 FRONTS 50 FEET ON THE EASTERLY SIDE OF JANIE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 175 FEET TO A DEAD LINE. BEINF THE SAME PROPERTY CONVEYED TO GEORGE R. MILLER AND WIFE, BIRDIE PHELAN MILLER, OF RECORD IN BOOK NO.1236 PAGE 453, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

"THIS CONVEYANCE SUBJECT TO BUILDING RESTRICTIONS APPEARING OF RECORD IN BOOK 1079 PAGE 668, AND IN BOOK 1110, PAGE 602, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said SEWELL B. RIVERS AND WIFE, MINNIE RIVERS, THEIR, heirs and assigns, forever, and WE do covenant with the said SEWELL B. RIVERS AND WIFE, MINNIE RIVERS that WE ARE lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered.

And WE, GEORGE R. MILLER AND WIFE, BIRDIE PHELAN / MILLER do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said SEWELL B. RIVERS AND WIFE, MINNIE RIVERS, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 2ND day of APRIL 1945.

GEORGE R. MILLER

BIRDIE PHELAN MILLER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MATTIE J. BOYD a Notary Public in and for said County and State, the within-named GEORGE R. MILLER AND WIFE, BIRDIE PHELAN MILLER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And Xx wife of the said X, having appeared before me privately and apart from X husband, the said X acknowledged the execution of the said instrument to have been done by 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, this 2ND day of APRIL, 1945.

Commission Expires 3 day of APRIL, 1948 (Seal) MATTIE J. BOYD Notary Public.

U.S.R.S.$6.05

REC'D APRIL 3, 1945 AT 2:22 P.M.

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