NUMBER 27311 RECORDED JUNE 1,1945 RANDOLPH TUCKER ET UX TO WM.M.WEITZEL ET UX

Book No. 1316

For and in consideration of the sum of ($7,500.00) SEVENTY-FIVE HUNDRED & NO/100 DOLLARS OF WHICH TWENTY-SEVEN HUNDRED FORTY & 84/100 ($2,740.84) DOLLARS HAS BEEN PAID IN CASH BY WILLIAM M. WEITZEL AND WIFE, NELLIE Z. WEITZEL, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER FORTY-SEVEN HUNDRED FIFTY-NINE & 16/100 ($4,759.16) DOLLARS THE SAID WILLIAM M.WEITZEL AND WIFE, NELLIE Z. WEITZEL, HAVE ASSUMED AND AGREED TO PAY THE BALANCE OF A FIRST MORTGAGE,LOAN, NOW IN THE SUM OF $4,759.16, ORIGINALLY FOR $5,500.00, DATED AUG.2,1943 AND PAYABLE MONTHLY, BOTH PRINCIPAL AND INTEREST AT THE RATE OF 5% PER ANNUM, THE FIRST PAYMENT AS ASSUMED HEREIN DUE JUNE 2, 1945, SAID FIRST MORTGAGE HAVING GEEN EXECUTED BY RANDOLPH TUCKER AND WIFE, TO LOUIS LEFTWICH, JR.,TRUSTEE, TO SECURE FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, DEED OF TRUST OF RECORD IN BOOK NO.1214, PAGE 254 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, REFERENCE TO WHICH RECORD IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION OF SAID MORTGAGE; AND IT IS UNDERSTOOD AND AGREED THAT THE SAID WILLIAM M.WEITZEL AND WIFE, NELLIE Z. WEITZEL, HEREIN ASSUME SAID MORTGAGE FOR PAYMENT SUBJECT TO ALL TERMS AND CONDITIONS THEREOF.

WE, RANDOLPH TUCKER AND WIFE, OUIDA MCINTYRE TUCKER, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID WILLIAM M. WEITZEL AND WIFE, NELLIE Z. WEITZEL,THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING LOT NO.7 OF BLOCK 1, ON THE PLAN OF A.J. MCGAUGHEY'S HAYESBORO SUBDIVISION, OF RECORD IN BOOK 547 PAGES 15 AND 16, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO.7 FRONTS 100 FEET ON THE EASTERLY SIDE OF BRUSH HILL ROAD AND RUNS BACK BETWEEN LINES 350 FEET ON THE NORTH LINE AND 342 FEET ON THE SOUTH LINE TO THE WEST LINE OF HAYESBORO DRIVE, ON WHICH IT MEASURES 100 FEET.
BEING THE SAME PROPERTY CONVEYED TO RANDOLPH TUCKER AND WIFE, OUIDA MCINTYRE TUCKER, BY DEED FROM L.E. MCKEAND, JR. AND WIFE, OF RECORD IN BOOK 1238 PAGE 505, SAID REGISTER'S OFFICE.
THE HEREINABOVE DESCRIBED PROPERTY IS CONVEYED TO THE SAID WILLIAM M.WEITZEL AND WIFE NELLIE Z. WEITZEL, SUBJECT TO RESTRICTIVE COVENANT IN THE DEED FROM L.E. BRYANT AND WIFE, TO SUSIE HUGHES MCKEAND, OF RECORD IN BOOK 929 PAGE 303, AS FOLLOWS:

"SAID LOT NO.7 IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY."

ATTENTION IS CALLED TO THE FACT THAT THE ROADWAY ALONG THE TOP OF THE BLUFF BETWEEN CUMBERLAND RIVER AND THE EAST LINE OF THE LOT IN QUESTION IS FOR THE JOINT USE AND BENEFIT OF THE OWNERS OF LOTS IN THE ABOVE SUBDIVISION.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said WILLIAM M. WEITZEL AND WIFE, NELLIE Z. WEITZEL,THEIR, heirs and assigns, forever, and WE do covenant with the said WILLIAM M.WEITZEL AND WIFE, NELLIE Z. WEITZEL, 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 BY 1945 TAXES, WHICH ARE PRO RATED AS OF EVEN DATE HEREWITH, AND ASSUMED FOR PAYMENT WHEN DUE AND PAYABLE BY THE GRANTEES HEREIN; AND BY FIRST MORTGAGE LOAN, AS HEREINABOVE DESCRIBED, AND ASSUMED FOR PAYMENT BY THE GRANTEES HEREIN.

And WE, RANDOLPH TUCKER AND WIFE, OUIDA MCINTYRE TUCKER do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said WILLIAM M.WEITZEL AND WIFE, NELLIE Z.WEITZEL,THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hands, this 29TH day of MAY 1945.

RANDOLPH TUCKER
OUIDA MCINTYRE TUCKER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DIXIE GREER a Notary Public in and for said County and State, the within-named RANDOLPH TUCKER AND WIFE, OUIDA MCINTYRE TUCKER 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, 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 29TH day of MAY, 1945.

Commission Expires 8 day of OCT, 1945 (Seal) DIXIE GREER
Notary Public.

REC'D MAY 31, 1945 AT 2:40 P.M.
CM

NUMBER 27371 RECORDED JUNE 2, 1945 L.R. RAMSEY ET UX TO THE TENNESSEE PROPERTY CO

Book No. 1316

For and in consideration of the sum of TWO THOUSAND, TWO HUNDRED, FIFTY DOLLARS ($2,250.00) CASH IN HAND PAID BY THE TENNESSEE PROPERTY COMPANY,THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, WE,L.R. RAMSEY AND WIFE, LILLIE MAE RAMSEY, HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID THE TENNESSEE PROPERTY COMPANY, ITS SUCCESSORS AND ASSIGNS, CERTAIN LOTS OR PARCELS OF LAND IN THE CITY OF NASHVILLE,DAVIDSON COUNTY,TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALL OF LOTS NOS.31,32,34 AND 93,94,95,AND 96 IN THE WEST END PARK TERRACE PLAN, IN THE CITY OF NASHVILLE,TENNESSEE, AS RECORDED IN BOOK 547 PAGE 36, REGISTER'S OFFICE,DAVIDSON COUNTY,TENNESSEE, REMAINING AFTER THAT PORTION OF LOTS NOS.34 AND 96 IN SAID PLAN DEEDED TO THE NASHVILLE,CHATTANOOGA & ST. LOUIS RAILWAY BY DEED DATED MAY 23RD,1945 BY SAID L.R. RAMSEY AND WIFE, LILLIE MAE RAMSEY, RECORDED IN DEED BOOK , PAGE ,REGISTER'S OFFICE, SAID DAVIDSON COUNTY,TENNESSEE.

LOTS

To Have and to Hold the said tract or parcels of land, with the appurtenances, estate, title, and interest thereto belonging to the said THE TENNESSEE PROPERTY COMPANY, ITS SUCCESSORS AND ASSIGNS, heirs and assigns, forever, and WE CO do covenant with the said THE TENNESSEE PROPERTYCOMPANY XXXX 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, L.R. RAMSEY AND WIFE, LILLIE MAE RAMSEY do further covenant and bind OURSELVES, OUR heirs and ASSIGNS, to warrant and forever defend the title to said land to the said THE TENNESSEE PROPERTY COMPANY, ITS SUCCESSORS heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S this 24TH day of MAY 1945.

L.R. RAMSEY
LILLIE MAE RAMSEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T.B. TARKINGTON a Notary Public in and for said County and State, the within-named L.R. RAMSEY AND WIFE, LILLIE MAE RAMSEY 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, 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 24TH day of MAY, 1945

Commission Expires 5 day of APRIL, 1946 (Seal) T.B. TARKINGTON
Notary Public.

U.S.R.S.$2.75
REC'D JUNE 1, 1945 AT 2:01 P.M.
CM