1823

Book 1800 Page 485

185

THIS INDENTURE made this 11 day of March, 1950, between

Walter W. Carroll and wife, Louise B. Carroll

of Davidson County, Tennessee, hereinafter called party of the first part; Louis Leftwich, Jr., Trustee, of Davidson County, Tennessee, hereinafter called the party of the second part, and FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION of Nashville, a corporation organized and existing under an Act of Congress dated June 13, 1933, with its principal office in Nashville, Davidson County, Tennessee, hereinafter called the party of the third part.

WITNESSETH: That the party of the first part, in consideration of the debt and the trust hereinafter mentioned and created, and of the sum of One Dollar ($1.00) to him in hand, paid, the receipt of which is hereby acknowledged, does by these presents, sell, transfer and convey unto the party of the second part, his successors in trust, and assigns, forever the following described property situated in Davidson County, Tennessee, and being more particularly described as follows:

Being Lot No. 24 on the map showing Rich's Resubdivision of lots in Stokes and Marshall's Subdivision, as of record in book 547, page 172, Register's Office for said County.

Said Lot No. 24 fronts 50 feet on the southerly side of Stokes Avenue and runs back between parallel lines, 168.5 feet to an alley.

Being the same property conveyed to Walter W. Carroll and wife, Louise B. Carroll, by deed from Elta Mae Johnson, of record in Book ____, Page ____, R. O. D. C., Tennessee.

It is hereby understood and agreed that Walter W. Carroll and wife Louise B. Carroll are the one and same persons as W. W. Carroll and wife Louise Brown Carroll, as shown in Warranty Deed conveying property from Elta Mae Johnson to W. W. Carroll and wife Louise Brown Carroll.

with the hereditaments, privileges and appurtenances thereunto belonging, including stokers, water heaters and all plumbing, heating, and lighting fixtures, door and window screens, shades and equipment, now or hereafter attached to or used in connection with said premises, and all the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD said property to the said Louis Leftwich, Jr., and his successors in office, as Trustee, and assigns, forever, in fee simple. And the party of the first part covenants with the party of the second part, his successors in trust, and assigns, that he is lawfully seized of said property; that the same is free and clear of all taxes, liens, and encumbrances whatsoever; that he has a good right, full power, and lawful authority to convey the same, and that he will warrant and forever defend the title thereto, against the lawful claims of any and all persons whomsoever.

But this conveyance is made in trust for the following uses and trusts, for no other purpose, to-wit:

The said party of the first part is justly indebted to the Fidelity Federal Savings & Loan Association, of Nashville, in the principal sum of $4,500.00, with interest at the rate of 5½% per annum, on the unpaid balance, as evidenced by a certain promissory note of even date herewith, which note provides for the payment of said principal and interest at the rate of $ 42.74 per month, to be applied first to interest on the unpaid balance of said note, and the remainder to the principal until said note is paid in full.

FULL RELEASE
7 Feb 1952
J. P. Welsh
By Mary Mammarella Trea.

485