BK 3133

Deed for Tennessee (Credit Sale)

FOR AND IN CONSIDERATION OF THE SUM OF TWELVE THOUSAND-------
DOLLARS ($ 12,000.00),
FOUR HUNDRED------ DOLLARS ($ 400.00),
of which has been paid in cash and the remainder, ELEVEN THOUSAND SIX HUNDRED---
DOLLARS ($ 11,600.00), with interest at five and three-quarters per centum (5-3/4%) per annum from September 20, 1960, being payable as evidenced by purchaser's promissory note of even date herewith, to JULIAN H. ZIMMERMAN, of Washington, D.C., as Federal Housing Commissioner, his successors and assigns, having his principal office and post office address in Washington, D. C., at the office of the Federal Housing Administration in Washington, D. C., or at such other place as the holder may designate in writing, in monthly installments of SIXTY-SEVEN AND 74/100-------- Dollars ($ 67.74), commencing on the first day of November, 1960, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October 1990.

JULIAN H. ZIMMERMAN, of Washington, D.C., as Federal Housing Commissioner, party of the first part, has bargained and sold, and by these presents does transfer and convey unto PAUL J. HARRELL and wife, LULA MAE HARRELL,

part ies of the second part, hereinafter referred to as "Purchaser(s)", their heirs and assigns that certain tract or parcel of land in Davidson County, Tennessee, being described as follows:

Land in Davidson County, Tennessee, being Lot No. 247 on the Plan of Charlotte Park, Section IV, of record in Book 2663, page 71, Register's Office for Davidson County, Tennessee.

BEGINNING at a point in the westerly margin of Foundary Drive at the corner of Lots No. 246 and 247; thence with the line between said lots, northwesterly 100 feet to the corner of Lot No. 248; thence with the line between Lots 247 and 248, southwesterly 116.6 feet to the northeasterly margin of Henry Ford Drive; thence with the margin of said Drive, southeasterly 110.8 feet to the beginning of a curve; thence around said curve, easterly 39.7 feet to the margin of Foundary Drive; thence with the margin of the same, northeasterly 100 feet to the point of beginning.

SUBJECT TO: Restrictive Covenants of record in Book 2803, page 210, Register's Office for Davidson County, Tennessee; An agreement of record in Book 2593, page 566, Register's Office for Davidson County, Tennessee; The lien of State and County taxes for the year 1960; Easements and setback lines of record in Book 2663, page 71, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to JULIAN H. ZIMMERMAN, of Washington, D. C., as Federal Housing Commissioner, his successors and assigns, by deed dated June 8, 1960, and recorded in Book 3074, page 504, in the Office of the Register, Davidson County, State of Tennessee.

A vendor's lien is hereby retained to secure the unpaid balance of the above consideration; also, said Purchaser(s) has executed a Deed of Trust of even date herewith to Fred R. Stair , Trustee, upon the property herein described, to which Deed of Trust reference is here made for its terms and conditions. A release or discharge of the vendor's lien by the owner and holder of the debt hereby secured will operate as a release or discharge of the Deed of Trust aforesaid and a proper release or discharge of the Deed of Trust will operate as a release or discharge of the vendor's lien herein retained.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Purchaser(s) their heirs and assigns, forever.

And JULIAN H. ZIMMERMAN, as Federal Housing Commissioner, as aforesaid, does covenant with the said Purchaser(s) that he is lawfully seized and possessed of the said land in fee simple, and has a good right to convey it.

And JULIAN H. ZIMMERMAN, as Federal Housing Commissioner, as aforesaid, does further covenant and bind himself, his successors and assigns, to warrant and forever defend the title to the said land to the said Purchaser(s) their heirs, representatives and assigns, against the lawful claims of all persons claiming same by, through or under him, but no further or otherwise, and except as to all covenants, easements, restrictions and conditions of record against the property herein described; any state of facts which an accurate survey of said property would show; and the liens of all taxes and assessments for the current year and of any installments of assessments payable on or after the date hereof, the payment of such taxes and assessments being hereby assumed by Purchaser(s).

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