Deed for Tennessee (Credit Sale)

FOR AND IN CONSIDERATION OF THE SUM OF THIRTEEN THOUSAND-------
---- DOLLARS ($13,000.00), FIVE HUNDRED---
---- DOLLARS ($ 500.00), of which has been paid in cash and the remainder TWELVE THOUSAND FIVE HUNDRED- ------ DOLLARS ($12,500.00), with interest at five and one-half per centum (5½%) per annum from July 10, 1961 , being payable as evidenced by purchaser's promissory note to NEAL J. HARDY , of Washington, D. C., as Federal Housing Commissioner, his successors and assigns, having his principal office and post office address in Washington, D. C., at the office of the Federal Housing Administration in Washington, D. C., or at such other place as the holder may designate in writing in monthly installments of EIGHTY-SIX---------- DOLLARS ($ 86.00), commencing on the first day of September, 1961, 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 August, 1981.

NEAL J. HARDY, of Washington, D. C., as Federal Housing Commissioner, successor in office to NORMAN P. MASON party of the first part, has bargained and sold, and by these presents does transfer and convey unto JAMES W. BYRD, MOLLIE W. BYRD, ALMA BYRD ARNOLD, as tenants in common party(ies) of the second part, the heirs and assigns of the said party(ies) of the second part, that certain tract or parcel of land in Davidson County, Tennessee, being described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 14 on the Map of B. J. McCarthy's Subdivision of record in Book 421, page 170, Register's Office for said County.

Said Lot fronts 100 feet on the south side of Gale Avenue and runs back between lines 440 feet on the easterly line and 428 feet on the westerly line, to the north line of the Tennessee Central right-of-way, measuring 100.8 feet thereon.

SUBJECT to taxes; Easement for sanitary sewer granted City of Nashville, of record in Book 2768, page 75, Register's Office for Davidson County, Tennessee

Being the same property conveyed to NORMAN P. MASON , of Washington, D. C., as Federal Housing Commissioner, his successors and assigns, by deed dated January 18, 1961 , and recorded in Book 3178 Page 433 , Office of the Register, County of Davidson , State of Tennessee.

A vendor's lien is hereby retained to secure the unpaid balance of the above consideration; also, said party(ies) of the second part has(ve) executed a Deed of Trust 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 party(ies) of the second part, the heirs and assigns of the said party(ies) of the second part, forever.

And the said party of the first part does covenant with the said party(ies) of the second part, that he is lawfully seized and possessed of the said land in fee simple, and has a good right to convey same.

And the said party of the first part does further covenant and bind himself, his successors and assigns, to warrant and forever defend the title to the said land to the said party(ies) of the second part, the heirs, representatives and assigns of the said party(ies) of the second part, 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 of the aforementioned Deed of Trust, the payment of such taxes and assessments being hereby assumed by the party(ies) of the second part.