K 3254

Deed for Tennessee (Credit Sale)

FOR AND IN CONSIDERATION OF THE SUM OF SEVEN THOUSAND FIVE HUNDRED--------- DOLLARS ($ 7,500.00), TWO HUNDRED FIFTY--------- DOLLARS ($ 250.00), of which has been paid in cash and the remainder SEVEN THOUSAND TWO HUNDRED FIFTY----- DOLLARS ($ 7,250.00), with interest at five and one-half per centum (5-1/2%) per annum from July 21, 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 FORTY-FOUR AND 59/100----- DOLLARS ($ 44.59), 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 1986.

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 JOHNSON and wife, CECIL WRIGHT JOHNSON, 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 the east one-half of Lot No. 10 on the Map of A. H. Robinson's Subdivision of Lots 28, 29, and 30 of the Brownsville Addition, as of record in Book 57, page 1, Register's Office for said County, described as follows:

BEGINNING at a stake in the center line of Straightway Avenue, formerly Main, at the southwest corner of Lot No. 11; thence with the line between Lots Nos. 10 and 11, northerly 271.8 feet to the center line of Straightway Circle; thence with the center line of the same, westerly 47.5 feet to a point; thence southerly 272.55 feet to the center of Straightway Avenue, formerly Main; with the center of same easterly 47.5 feet to the point of beginning.

Subject to taxes.

Being the same property conveyed to NORMAN P. MASON , of Washington, D. C., as Federal Housing Commissioner, his successors and assigns, by deed dated December 21, 1960 , and recorded in Book 3165 Page 136, 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.

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