K 3640

Deed for Tennessee (Credit Sale) FHA 44-520532

FOR AND IN CONSIDERATION OF THE SUM OF TEN THOUSAND FIVE HUNDRED DOLLARS ($10,500.00), THREE HUNDRED FIFTY DOLLARS ($ 350.00), of which has been paid in cash and the remainder Ten Thousand One Hundred Fifty DOLLARS ($ 10,150.00), with interest at Five and One Fourth per centum (5¼) per annum from September 19, 1963 , being payable as evidenced by purchaser's promissory note to PHILIP N. BROWNSTEIN , 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 Fifty-six and 13/100 DOLLARS ($ 56.13), commencing on the first day of November, 1963 , 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, 1993.

PHILIP N. BROWNSTEIN 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 E. Dennis and wife, Jimmie N. Dennis.

party(ies) of the second part, the heirs and assigns of the said party(ies) of the second part a certain tract or parcel of land situated in Davidson County, State of Tennessee, described as follows, to wit:

BEING Lot No. 57 on the Plan of Section II, Beverly Heights, of record in Book 2331, page 42, Register's Office for said County.

SAID Lot No. 57 fronts 158.1 feet on the northerly side of Hopedale Drive and runs back 205.3 feet on the westerly line and 212.1 feet on the easterly line to a dead line which is a broken line on which it measures 139.9 feet.

Being the same property conveyed to the Federal Housing Commissioner, of Washington, D. C., his successors and assigns, by deed dated July 1, 1963 , and recorded in Book 3576 , Page 240 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 Roy C. Huskey , 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; and 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.

IN WITNESS WHEREOF the undersigned on this 12th day of September, 1963 , has set his hand and seal as Field Office Chief of Operations FHA Field Office, Knoxville Tennessee, for and on behalf of the said Federal Housing Commissioner, under authority and by virtue of the Code of Federal Regulations, 24 CFR 200.95(w), 200.96, 200.98, 200.99; and under authority of 12 USC 1710(g) (said section of the statute being known as 204 (g) of the National Housing Act, as amended).

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