39840

From

PHILIP N. BROWNSTEIN of Washington,
D. C., as Federal Housing
Commissioner

To

EDWARD W. NORTHCUTT, ET UX

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 2 9 45 AM '64
RECEIVED BOOK 109 PAGE 418
RECORDING FEE $ 2.00
DEP. REG. M

STATE TAX $ 18.30
PROBATE .50
TOTAL $ 18.80

JUL 2 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JUL 2 1964
CC

17,200.00

FHA 48-622959

BOOK 3785 PAGE 469

THIS INDENTURE, made and entered into this 15th day of June 1964, by and between PHILIP N. BROWNSTEIN, of Washington, D. C., as Federal Housing Commissioner, party of the first part, and EDWARD W. NORTHCUTT and wife, PATRICIA B. NORTHCUTT, their heirs and assigns, party(ies) of the second part,

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS ($10.00), the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party(ies) of the second part, the following described real estate situate, lying and being in the County of Davidson State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 63, on the Map of Hermitage Hills Subdivision, as of record in Book 2900, page 49, Register's Office for Davidson County, Tennessee.

Said Lot No. 63 fronts 80.0 feet on the southwesterly margin of Bonnalynn Drive and extends back 153.4 feet on the southeasterly line and 151.1 feet on the northwesterly line to a dead line in the rear, measuring 94.0 feet thereon.

BEING the same property conveyed to the Federal Housing Commissioner, of Washington, D. C., his successors and assigns, by deed dated February 28, 1963, and recorded in Book 3530, Page 188, Office of the Register, County of Davidson, State of Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party(ies) of the second part, their heirs and assigns in fee simple forever.

SAID CONVEYANCE IS made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; Also subject to any state of facts which an accurate survey of said property would show.

AND THE SAID party of the first part does hereby covenant with the said party(ies) of the second part that he is lawfully seized in fee of the aforedescribed real estate; that he has a good right to sell and convey the same; that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons, claiming same by, through or under him but no further or otherwise.

It is a condition of this conveyance that the party of the first part shall retain possession of the property hereby conveyed until there is a default under this Deed of Trust, or under the note secured hereby; after such default, the party of the second part, or the party of the third part, shall have the right to collect the rents, issues, and profits of the property. In the event of such default, the party of the second part, in addition to the power of sale as provided above, shall have the right to proceed in a court of equity to foreclose this Deed of Trust and shall be entitled to the appointment of a receiver to collect the rents, issues, and profits of the property, pending such sale.

And I, Patricia B. Northcutt, wife of the above named Edward W. Northcutt, for the consideration aforesaid, do hereby unite in this deed and agree to all the stipulations and provisions hereof, and grant, bargain, sell and convey unto the party of the second part, his successors, heirs or assigns, all right, title, claim and interest of every kind, character and description whatsoever that I now have or may hereafter acquire as homestead, dower, equity of redemption or otherwise in and to the property herein conveyed.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand(s) on the day and year first above written.

Edward W. Northcutt

Patricia B. Northcutt

Signed, sealed and delivered in the presence of:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 23rd day of June, 1964, before me personally appeared Edward W. Northcutt and wife, Patricia B. Northcutt, to me known to be the persons described in and who executed the foregoing instrument, and who acknowledged the execution of same to be their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal.

Notary Public.

My commission expires January 30, 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

JUL 2 1964

STATE TAX $ 8.80
PROBATE 50
TOTAL $ 8.30

GPO 933231

DEED OF TRUST
This form may be used as the security instrument in connection with Deeds of Trust to be insured under Sections 203 and 222, and in connection with "individual mortgages" to be insured under Sections 213, 220, 221, 233, 809 and 810 of the National Housing Act.

STATE OF TENNESSEE
LOAN No.

Deed of Trust

TO
Edward W. Northcutt, et ux.

Franklin G. Clark, Trustee.

FOR
First and Mid-South Mortgage Company

Filed for Registration, 19, M., 39841
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN
at o'clock Paid.
and noted in Note Book No.
Page and recorded
in Record Book No. 109 PAGE 418
Page Fee 5.50
Register.
By D. R.