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Tax.75, Fee 15 Total.90, Paid Jan.13, 1938

T.W.Killough, County Court Clerk

FOR AND IN CONSIDERATION of Twenty-five Dollars(\$25.00) cash in hand paid, receipt of which is hereby acknowledged, other good and valuable consideration and the assumption by the grantees herein of Forty-seven(47) notes in the sum of Ten Dollars(\$10.00) each and One(1) note in the sum of Five Dollars(\$5.00) payable monthly, the first of said notes being due and payable on the 24th day of June, 1937, and one note due and payable on the 24th day of each month thereafter until all of said notes are due and payable; said notes bear interest at the rate of 8%<sup>per</sup>annum, the payment of all of which is secured by a Vendor's Lien which is hereby retained on the real estate hereinafter described, and as

further security for the payment of said notes and to more easily enforce their collection the grantees have executed to The Title Guaranty and Trust Company, of Chattanooga, Tennessee, Trustee, a Deed of Trust on said real estate, containing full power of sale, etc. but it is agreed and understood, that an entry of the release of said notes either on the margin of the recorded copy of this lien deed or of said Deed of Trust in the office of the Register of Hamilton County, Tennessee, will release both the Vendor's Lien retained in this deed and the lien created by said Deed of Trust, whether the said Deed of Trust be recorded or not, I, L. R. Lea, Trustee, with full power to sell, and convey the Real Estate hereinafter described for such price and on such terms, as I may see fit or to mortgage or convey the same to a Trustee to secure borrowed money or to exchange the property for other or interest in other property or otherwise alienate same without the beneficiary or the beneficiaries joining in such conveyance or conveyance, or conveyances, and the purchaser or purchasers and the beneficiary or the beneficiaries shall not be required to look to the proceeds of such sale, mortgage or deed of trust, do hereby sell, transfer and convey unto G. D. Couch and wife, Willie B. Couch, the following described real estate, to-wit:-

Beginning 100 ft. South of the Northwest corner of an 80 acre tract of land belonging to L. R. Lea, Trustee, in the 2nd district of Hamilton County, on the Concord Road, thence East 921 ft.; thence South 100 ft. to the beginning less 50 ft. on the West line of said lands deeded to Hamilton County for a road more fully described as being tract No. 15 of a plat not yet recorded containing 2 acres more or less.

TO HAVE AND TO HOLD the same to the said G. D. Couch and wife, Willie B. Couch, their heirs and assigns forever in fee simple. I covenant that we are lawfully seized and possessed of said real estate, have lawful right and authority to sell and convey the same that the title thereto is clear, free and unencumbered, and I will warrant and defend the same against all lawful claims. One Thousand Dollars building restrictions.

Witness my hand on this the 26th day of May, 1937.

L. R. Lea, Trustee

STATE OF TENNESSEE  
COUNTY OF HAMILTON Before me, Peggy Garner, a Notary Public, duly appointed, commissioned, and qualified in and for the above State and County, personally appeared L. R. Lea, the within named bargainer, with whom I am personally acquainted, and who acknowledged the foregoing deed to have been executed by him for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal on this the 26th day of May, 1937.

XXXXXXXXXXXXXXXXXXXXXXXXX Peggy Garner  
Peggy Garner, Notary Public, Hamilton Co. Tenn. X  
XXXXXXXXXXXXXXXXXXXXXXXXX My commission expires Aug. 2, 1939

NOTARY PUBLIC  
Peggy Garner  
Hamilton County, Tennessee  
My commission expires Aug. 2, 1939

RECORD 2 VOL. 29 BOOK 754

STATE OF TENNESSEE

HAMILTON COUNTY The above Instrument and certificate were filed Jan. 13, 1938, at 1:49 P. M. entered in Note Book No. 35, Page 270, and recorded in Book Z, Volume 29, Page 688 et seq.

Witness my hand at office in Chattanooga, Tenn.

*Thiel W. Johnson* Register

*W. Johnson* Dept. Reg.

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Tax \$2.40, Fee 15¢ Total \$2.55, Paid Jan. 13, 1938

T. W. Killough, County Court Clerk

HOLC Form 552-2 Tennessee

Warranty Deed (vendor's lien retained)

Property Management No. -----

Approved 10-28-37

For and in Consideration of the Sum of Sixteen hundred (\$1600.00) Dollars (\$200.00) of which has been paid, and the remainder \$1400.00 with interest at five per cent. per annum, from January 7, 1938, being payable as evidenced by purchaser's promissory note of even date herewith, in the following manner, to-wit:

At rate of \$12.96 per month, the first payment being due and payable on February 7, 1938, and payment of \$12.96 on the 7th day of each month thereafter until said \$1400.00 and interest shall have been paid in full.

The Home Owners' Loan Corporation of Washington, D. C., a corporate instrumentality of the United States of America, through its duly authorized representative, has bargained and sold, and by these presents, does transfer and convey unto R. H. W. Tukes and wife, Ida Tukes, hereinafter referred to as "Purchaser" their heirs and assigns, a certain tract or parcel of land in Hamilton County, State of Tennessee, described as follows, to-wit:

The south one-half (1/2) of lot 23, Stanley's subdivision of the Jennings Tract, as shown by plat thereof of record in Plat Book 2, page 14, of the Register's office, Hamilton County, Tennessee; said part of lot makes one tract of ground, fronting thirty-three (33) feet on the West line of Dodson Avenue, and extends back westwardly of uniform width a distance of one hundred and fifty (150) feet to the east line of an alley, and being the same property conveyed by L. F. Wilkerson and wife, Bessie D. Wilkerson, to Emma and Glenna Burton by deed dated February 15th, 1931, and registered March 26th, 1931, in Book R, Vol. 25, page 213, of the Register's office. Also being the same property conveyed by Samuel B. Smith, Trustee to Home Owners' Loan Corporation, by deed dated the 20th day of April, 1936, and recorded in Book W, Volume 28, Page 37 et seq., in the Register's Office of Hamilton County, Tennessee.

A Vendor's Lien is hereby retained to secure the unpaid balance of the above consideration; also, said grantees have executed a contemporaneous deed of trust to J. Mitt Payne, Trustee, of even date herewith, 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 trust deed aforesaid, and a proper release or discharge of the trust deed 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, to the Purchaser, their heirs and as-