Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Numbers:
NOEL & COMPANY, INC. (Name)	NOEL & COMPANY, INC. (Name)	Map 93-1
607 10TH AVENUE, NORTH (Street Address or Route Number)	607 10TH AVENUE, NORTH (Street Address)	Par. 46-72
NASHVILLE, TENNESSEE (City) (State) (Zip Code)	NASHVILLE, TENNESSEE (City) (State) (Zip Code)	4W2525
		4W2500 m.o

WARRANTY DEED

Parcels P and Q

FOR AND IN CONSIDERATION of the sum of Twenty-seven Thousand, Four Hundred Thirty-five and 45/100---------- Dollars ($ 27,435.45---------) cash in hand paid to The Nashville Housing Authority by Noel & Company, Inc., the receipt of which is hereby acknowledged, The Nashville Housing Authority, a public body and a body corporate and politic created under the provisions of the "Housing Authorities Law" of Tennessee, acting by and through its duly elected officers who are authorized so to do by resolution of its Board of Commissioners, has bargained and sold and by these presents does transfer and convey unto the said Noel & Company, Inc., the Grantee, _____ heirs and assigns, ("its successors and assigns" if a corporation), a certain tract or parcel of land in Nashville, Davidson County, Tennessee, described as follows, to-wit:

BEING Parcels No. "P" and "Q", on the Revised Subdivision Plat of The Capitol Hill Redevelopment Project, as of record in Book 2663, page 120, Register's Office for said County.

Said Parcel No. "P" is described as follows:
BEGINNING at a point in the south margin of Gay Street, opposite the entrance into 10th Avenue North; thence with the margin of Gay Street, North 62° 02' East 76.49 feet to an iron pin in the west right of way of the L. & N. Railroad; thence along said Railroad right of way, South 5° 09' East 201.21 feet to an iron pin in the easterly margin of 10th Avenue North; thence with the margin of the same, North 29° 04' West 180.4 feet to a concrete monument at the beginning of a curve; thence around said curve, northeasterly 7.95 feet to the point of beginning, containing 7,560 square feet.

Said Parcel No. "Q" is described as follows:
BEGINNING at a point in the south margin of Jo Johnston Avenue, opposite the entrance into 10th Avenue North; thence with the margin of Jo Johnston Avenue, North 62° 10' East 181.79 feet to the westerly right of way of the L. & N. Railroad; thence along said Railroad right of way, southerly around a very slight curve, 60.83 feet to an iron pin; and continuing with the margin of said Railroad right of way, South 5° 09' East 206.07 feet to the north margin of Gay Street; thence with the margin of said Gay Street, South 62° 02' West 89.89 feet to a point at the beginning of a curve; thence around said curve, westerly 7.76 feet to the easterly margin of 10th Avenue North; thence with the margin of the same, North 29° 04' West 217.09 feet to the beginning of a curve; thence around said curve, northerly 36.62 feet to the point of beginning, containing 36,393 square feet.

BEING part of the property conveyed to The Nashville Housing Authority by the following deeds: by deed from Nell Cummins, et al, as of record in Book 2341, page 33; by deed from Mrs. Mildred Curran Cook and husband, as of record in Book 2153, page 616; by deed from Louisville & Nashville Railroad Company, as of record in Book 2750, page 241; by deed from Nell Cummins, et al, as of record in Book 2278, page 151; by deed from Louisville and Nashville Railroad Company, as of record in Book 2750, page 250; by deed from Gilmore-Clunan Co., as of record in Book 2242, page 3; by deed from Mollie Feigenbaum, et al, as of record in Book 2245, page 415; by deed from Nell Cummins, et al, as of record in Book 2341, page 21; and by deed from S. T. Gregory and wife, as of record in Book 2203, page 207; all of record in the Register's Office of Davidson County, Tennessee; and by the following decrees: decree of record in Minute Book 77, page 86, 2nd Circuit Court, a certified copy of which is of record in Book 2993, page 158, Register's Office; decree of record in Minute Book 79, page 209, 2nd Circuit Court, a certified copy of which is of record in Book 2993, page 18, Register's Office; together with Ordinance closing certain streets and alleys, being Ordinance No. 57-185, of the Ordinances of the City of Nashville, a certified copy of which is of record in Book 2691, page 593, Register's Office for said county.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Noel & Company, Inc., heirs and assigns, ("its successors and assigns" if a corporation), forever.

And The Nashville Housing Authority, the Grantor, does covenant with the said Noel & Company, Inc. that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered except for the restrictive covenants set forth hereinafter.

And The Nashville Housing Authority, the Grantor, does further covenant and bind itself and its successors to warrant and forever defend the title to the said land to the said Noel & Company, Inc., heirs and assigns, ("its successors and assigns" if a corporation), against the lawful claims of all persons, whomsoever.

1. GENERAL COVENANTS:

A. The within-described property is hereby conveyed subject to the restrictions which are hereby declared to be covenants running with the land and which shall be binding upon the Grantor and the Grantee and all subsequent purchasers, owners, lessees and successors in interest, set forth in the "Declaration of Restrictive Covenants Running with the Land of The Nashville Housing Authority in the Capitol Hill Redevelopment Project Area", of record in Book 2735, page 473, Register's Office of Davidson County, Tennessee, which are specifically made a part hereof by reference.

B. It is understood and agreed that one of the considerations moving to the Grantor in this transaction is the agreement on the part of the Grantee to redevelop to the satisfaction of Grantor the within-described property in accordance with the terms of Contract of Sale of Land entered into the 19th day of November, 1964, by Grantor and Grantee, compliance with which by Grantee shall be evidenced by a certificate of the Grantor to that effect issued to the Grantee in a form eligible for registration.

C. The Grantee agrees for itself, its successors and assigns, to or of the property or any part thereof, that the Grantee and such successors or assigns shall:

(1) Not discriminate upon the basis of race, creed, color or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or on any part thereof; and this covenant shall be binding to the fullest extend permitted by law and equity, for the benefit and in favor of, and enforceable by (a) the Grantor, its successors and assigns, (b) the Metropolitan Government of Nashville and Davidson County, State of Tennessee, and any successor in interest to the property, or any part thereof, (c) the owner of any other land, or of any interest in such land, within the Project Area which is subject to the land use requirements and restrictions of the Redevelopment Plan, and (d) the United States, against the purchaser, its successors and assigns and every successor in interest to the property, or any part thereof or interest therein, and any party in possession or occupancy of the property or any part thereof.

In amplification, and not in restriction of, the provisions of Sections 1-A and 1-C(1) it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the covenants provided in Sections 1-A and 1-C(1) hereof, and the United States shall be deemed a beneficiary of the Covenant provided in Section 1-C(1) hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants have been provided. Such covenants shall run in favor of the Grantor and the United States, for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants relate. The Grantor shall have the right, in the event of any breach of any such covenants, and the United States shall have the right in the event of any breach of the covenant provided in Section 1-C(1) hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

Said property is conveyed subject to the following easements, to wit:

1. All easements recorded in the Register's Office of Davidson County, Tennessee.

2. (Others)_____

As may be applicable.

IN WITNESS WHEREOF, The Nashville Housing Authority has caused this instrument to be executed by the Chairman of its Board of Commissioners signing the name of the corporation and by its Secretary attesting the same and affixing its corporate seal thereto, pursuant to a resolution of its Board of Commissioners authorizing them so to do, this 11th day of May, 1965.

THE NASHVILLE HOUSING AUTHORITY

By _____
Chairman

(SEAL)

ATTEST:

_____
Secretary

STATE OF TENNESSEE)
(
COUNTY OF DAVIDSON)

Before me, B. W. Howard, a Notary Public within and for the State and County aforesaid, personally appeared T. Scott Fillebrown, Jr. and Gerald Gimre, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the Chairman and Secretary respectively of The Nashville Housing Authority, the within named bargainor, a corporation, and that they as such Chairman and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said T. Scott Fillebrown, Jr. as such Chairman, and attesting the same by the said Gerald Gimre as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee, on this the 11th day of May, 1965.

_____
Notary Public

My Commission expires:

July 22, 1967

NOTARY PUBLIC DAVIDSON COUNTY TENN.

THE NASHVILLE HOUSING AUTHORITY

TO/WARRANTY DEED

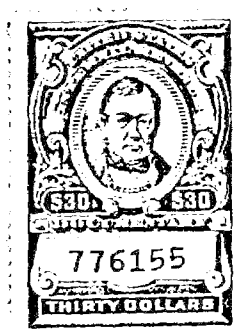
NOEL & COMPANY, INC.

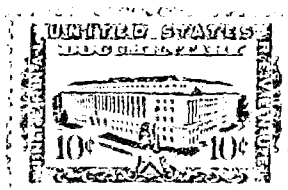
STATE TAX $ 4.15
PROBATE .50
TOTAL $ 4.65

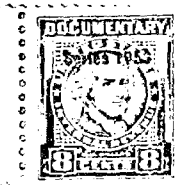
MAY 19 1965

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

PAID MAY 19 1965







BOOK 3892 PAGE 400

81236

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 19 1 33 PM '65

NOTED PAGE 601
RECORDED IN BOOK 3892
DEP. REG.