This instrument prepared by The Nashville Housing Authority, 701 So. 6th St., Nashville, Tenn.

| Address New Owner(s) As Follows: | Send Tax Bills To: | Map-Parcel Numbers |
|---|---|---|
| TENNESSEE AUTOMOTIVE SUPPLY CORP. % GENERAL AUTOMOTIVE PARTS CORP. | OWNER AS SHOWN | NHA E&I NASHVILLE |
| (Name) | (Name) | |
| P.O. Box 10506 | BOOK 3967 PAGE 94 | URBAN RENEWAL |
| (Street Address or Route Number) | (Street Address) | 158-IA |
| DALLAS TEXAS 75207 | | |
| (City) (State) (Zip Code) | (City) (State) (Zip Code) | |

**WARRANTY DEED**

Land Disposition Parcel No. 158-IA

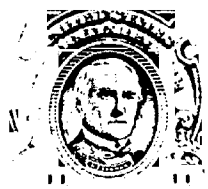
FOR AND IN CONSIDERATION of the sum of Two Hundred Thousand, Four Hundred Fifty-two and No/100---------- Dollars ($ 200,452.00--------) cash in hand paid to The Nashville Housing Authority by _____ Tennessee Automotive Supply Corp. _____, the receipt of which is hereby acknowledged, The Nashville Housing 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 Tennessee Automotive Supply Corp. _____, 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 parts of Lots A and B, and all of Lots C, D, E, F, G, H, I, J, K, L, M, N, in the Plan of C. H. and A. B. Benedict Subdivision as of record in Book 57, page 151, Register's Office for said County, and parts of Lots 7, 8, 9, 10, 11, 23, 24, 25, 31, 32, 37, and 38, and all of Lots Nos. 26, 27, 28, 29, 30, 33, 34, 35, and 36 of Putnam's Addition, as of record in Book 21, page 20, said Register's Office, and part of Lot 28, Wetmores Union Bank Plan of Lots in Northeast Nashville, as of record in Book 161, page 90, said Register's Office, and being also parts of Putnam Street and Alley Nos. 314½; 311; 311A, as closed by Bill No. 62-280 and North Second Street, as closed by Bill No. 64-257, and being designated Disposition survey Parcel 158-IA, East Nashville Urban Renewal Area Project Tennessee R-13, and described according to a survey by Barge, Waggoner & Sumner, Engineers, dated April 26, 1962, revised February 17, 1963, August 7, 1963, and April 22, 1965, as follows:

BEGINNING at an iron pin in the easterly margin of North First Street, bearing N. 9° 33' W. 29.83 feet from the original southwest corner of Lot No. A of the Benedict Subdivision (Supra); thence with said margin of North First Street, N. 9° 33' W. 606.52 feet to an iron pin at the southwest corner of Disposition Survey Parcel 158A-IA; thence N. 80° 27' E. 170.00 feet to an iron pin; thence S. 13° 54' 30" E. 154.80 feet to a concrete monument; thence S. 44° 24' 30" E. 152.35 feet to a concrete monument; thence S. 72° 06' 30" E. 256.60 feet to a concrete monument; thence S. 6° 32' E. 19.72 feet to a concrete monument; thence S. 85° 07' 30" E. 102.30 feet to a concrete monument; thence S. 37° 23' E. 91.00 feet to a concrete monument; thence S. 29° 27' E. 256.80 feet to an iron pin; thence S. 65° 14' W. 113.99 feet to an iron pin in the northerly margin of Oldham Street, as widened; thence with said margin of said Street, North 83° 18' W. 631.08 feet to an iron pin at the beginning of a curve to the right having a radius of 12.00 feet; thence around said curve northwestwardly 15.45 feet to the point of beginning.

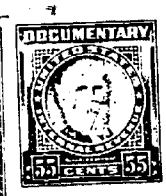
BEING the same property conveyed to The Nashville Housing Authority by deeds from: Alfred G. Rutherford, Circuit Court Clerk, of record in Book 3504, page 225, as corrected by Book 3675, page 432; Book 3647, page 460; Book 3339, page 504; Book 3317, page 271; Book 3407, page 184; Book 3830, page 447; and by deeds from Ruth Finkelstein et al, of record in Book 3166, page 605; W. E. Buist et al, of record in Book 3069, page 165; E. C. Duke et ux of record in Book 3165, page 281; Minnie L. Corbitt, of record in Book 3071, page 197; R. T. Hughes of record in Book 3102, page 115; Homer L. Flowers and wife, of record in Book 3034, page 69; Mrs. Minnie C. Bubis, of record in Book 3130, page 395; Mrs. Sue Carter, Executrix etc., of record in Book 3105, page 535; Howard C. Jones of record in Book 3129, page 187; Daniel E. Nash et ux, of record in Book 3104, page 487; Delno Myers Willis et al, of record in Book 3034, page 191; G. E. Marsh and wife, of record in Book 3165, page 336; Eva M. Stinson Sexton, of record in Book 3129, page 559; G. E. Marsh and wife, of record in Book 3165, page 291; Mrs. Rosa Morgan of record in Book 3134, page 435; Verner Barker Bundy, of record in Book 3166, page 631; James C. Pickett and wife, of record in Book 3130, page 425; Birdie Curran of record in Book 3219, page 215; Geneva Louise Bundy Grey Halliburton, of record in Book 3128, page 123; Verner Barker Bundy, of record in Book 3166, page 631; R. M. Jacobs et ux of record in Book 3127, page 454; Nelson W. Holt of record in Book 3402, page 493; Jessie Jennings of record in Book 3160, page 601; Dorris B. Billingsley and wife, of record in Book 3283, page 417; Martin E. Gilmore of record in Book 3131, page 409; J. G. Hickman of record in Book 3130, page 403; Ray L. Pitts of record in Book 3135, page 561; Fred E. Goble of record in Book 3074, page 243; T. A. Eubanks of record in Book 3127, page 409; K. J. Holt et al, of record in Book 3129, page 631; Nancy Mulliniks of record in Book 3129, page 549; Delma Frances Hopkins, of record in Book 3179, page 487; Alva W. Schmittou of record in Book 3068, page 104, Harlan Realty Co., of record in Book 3165, page 283, and State of Tennessee, of record in Book 3962, page 47, Register's Office for Davidson County, Tennessee.









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

And The Nashville Housing Authority, the Grantor, does covenant with the said Tennessee Automotive Supply Corp. 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 Tennessee Automotive Supply Corp., 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 "Restrictive Covenants Running with the Land of The Nashville Housing Authority in the East Nashville Urban Renewal Project", of record in Book 3368, page 23, 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 20th day of May, 1965, 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 extent 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 Urban Renewal 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 indicated on Survey of Barge, Waggoner & Sumner, Engineers, as revised April 22, 1965.

IN WITNESS WHEREOF, The Nashville Housing Authority has caused this instrument to be executed by the Vice-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 3rd day of December, 1965.

THE NASHVILLE HOUSING AUTHORITY

By A. J. Linx, Jr.
Vice-Chairman

(SEAL)

ATTEST:

Gerald Gimre
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 A. J. Linx, Jr. and Gerald Gimre, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the Vice-Chairman and Secretary respectively of The Nashville Housing Authority, the within named bargainor, a corporation, and that they as such Vice-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 A. J. Linx, Jr. as such Vice-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 3rd day of December, 1965.

B. W. Howard
Notary Public

My Commission expires:
July 22, 1967

NOTARY PUBLIC DAVIDSON COUNTY

THE NASHVILLE HOUSING AUTHORITY

TO/WARRANTY DEED

TENNESSEE AUTOMOTIVE SUPPLY CORP.

STATE TAX $ 300.65
PROBATE .50
TOTAL $ 301.15
DEC 9 1965
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID DEC 9 - 1965

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN
DEC 9 1 45 PM '65
NOTE BOOK 113 PAGE 148
RECORDING FEE $ 4.00
DEP. REG. ____

09712

BOOK 3967 PAGE 99