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
Sawyer, Piepmeier & Associates	Sawyer, Piepmeier & Associates	Map 93 2
(Name)	(Name)	
Gay Street & Third Ave. No.	#112 Union St.,	Par 6
(Street Address or Route Number)	(Street Address)	
Nashville, Tenn.	Nashville, Tennessee	4W
(City) (State) (Zip Code)	(City) (State) (Zip Code)	mp

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One Hundred Four Thousand, Three Hundred Sixty-Three and 10/100 Dollars ($104,363.10) cash in hand paid to The Nashville Housing Authority by Sawyer, Piepmeier & Associates, a partnership composed of James H. Sawyer, Jr., Arthur L. Piepmeier and James E. Lineberger, 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 Sawyer, Piepmeier & Associates, a partnership composed of James H. Sawyer, Jr., Arthur L. Piepmeier and James E. Lineberger, the Grantee, their 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:

LAND in Davidson County, Tennessee, Being Parcel Dc on the Map showing the Resubdivision of Parcel Db of the Capitol Hill Redevelopment Project, as of record in Book 3106, page 46, Register's Office for said County, and described as follows:

BEGINNING at a point at a cross mark on a bronze cap set in the curb in the west margin of Third Avenue North, opposite a turn into Gay Street; thence around said turn, southwesterly 24.25 feet to a bronze cap in the northerly margin of Gay Street; thence with the margin of Gay Street, south 65° 21' west 247.85 feet to a point; thence leaving Gay Street, north 1° 05' east 147.83 feet to a point; thence north 7° 47' east 105 feet to a point in the southerly margin of 4th Avenue North; thence with the margin of said Avenue, easterly 111.72 feet to a point at a turn into Third Avenue North; thence around said turn, southeasterly 93 feet to the westerly margin of Third Avenue North; thence with the margin of the same, south 27° 17' east 68.84 feet to the point of beginning.

BEING part of the same property vested in the Nashville Housing Authority by the following deeds: by deed from Myrtle Frances Gaines and husband, as of record in Book 2293, page 459; by deed from Jean G. Gwosdof and husband, as of record in Book 2338, page 2; by deed from Frankie Reece Jacobs and husband, as of record in Book 2154, page 139; by deed from Joseph Catignani, et al, as of record in Book 2293, page 581; by deed from Maurice H. Pardue, et al, as of record in Book 2244, page 171; by deed from City of Nashville, as of record in Book 2634, page 155; by deed from Nancy Dalton Crockett St. Clair, as of record in Book 2296, page 497; and by Decrees of Condemnation, as follows: Decree of record in Minute Book 107, page 466 of the First Circuit Court, a certified copy of which is of record in Book 3031, page 621; Decree of record in Minute Book 85, page 526 of the 2nd Circuit Court, a certified copy of which is of record in Book 3250, page 580, Register's Office and by City Ordinance No. 56-98 relative to the closing of certain streets and alleys, a certified copy of which is of record in Book 2691, page 611, said Register's Office.

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

And The Nashville Housing Authority, the Grantor, does covenant with the said Sawyer, Piepmeier & Associates 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 Sawyer, Piepmeier & Associates, their 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 8th day of June, 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 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 10th day of May, 1966.

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 10th day of May, 1966.

_____
Notary Public

My Commission expires:

July 22, 1967

NOTARY PUBLIC DAVIDSON COUNTY

BOOK 4032 PAGE 174

34169

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 1 2 35 PM '66

NOTE BOOK 114 PAGE 410
RECORDING FEE $ 3.50
DEP. REG. ____

THE NASHVILLE HOUSING AUTHORITY

TO DEED

SAWYER, PIEPLEIER & ASSOCIATES

PROVIDENT TRUST COMPANY

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TN. PAID JUL 1 1966

STATE TAX $ 1576.25
PROBATE 50
TOTAL $ 1576.75

JUL 1 1966

BOOK 4032 PAGE 175

NOTICE OF MECHANICS AND FURNISHERS

LIEN

WHEREAS, TENNESSEE PIPE & SUPPLY CO., INC. a Tennessee Corporation having its principal office and place of business located at 800 12th Avenue North Nashville, Davidson County, Tennessee, did sell and furnish certain fixtures, to-wit: two furnaces and one motor contractor at the request of Harold Cook, Inc., at 1023 8th Avenue South, Nashville, Tennessee,

WHEREAS, Tennessee Pipe & Supply Co., Inc., did have a special contract with the owners of the hereinafter described real property and whereunder the said owners did improve the hereinafter described real property the same being a church. The owners of the property are Marian H. Campbell, Will H. Fillmore and L. K. Burklow, J. M. Rowland and W. E. Hughey, Trustees, of Rosedale Baptist Church and the said materials were purchased from claimant by Harold Cook Inc., and were delivered by Tennessee Pipe & Supply Co., Inc., to and used to improve the land and the structure erected upon said land by the said owners. The herein described materials were delivered to the premises hereinafter described on May 4, 1966. The unpaid cost of said materials are $418.08.

WHEREAS, two furnaces and one motor contractor were delivered to and used upon the improvements of the real property which lot of land is situated in Davidson County, Tennessee and particularly described as follows:

> Land in Davidson County, Tennessee being Lots Nos. 6 and 7 of a subdivision of part of Lots Nos. 8 and 9 on a plan of Melrose, of record in Book 57, page 44, Register's office for said county, not of record, described together according to a survey by Cantrell, Connell and Greek, Engineers, dated April 20, 1950, as follows:
>
> Beginning on the southerly margin of Rosedale Avenue at the common corner of Lots Nos. 7 and 8, as shown on the plan of said subdivision; thence southerly 263.2 feet to a point 40 feet south of the southeast corner of Lot No. 8; thence easterly 200 feet to a point in the westerly margin of Winford Avenue; thence northerly along the margin of said Avenue 313.13 feet to a point; the beginning of a curve, having a raddus of 20 feet, and measured around said curve 39.17 feet to a point in the southerly margin of Rosedale Avenue; thence along the southerly margin of Rosedale Avenue 198.7 feet to the point of beginning.

BOOK 4032 PAGE 178

WHEREAS, payment for said materials not having been made, but which is due and owing to Tennessee Pipe & Supply Co., Inc., and they do hereby declare a Furnishers' and Mechanics' Lien on said parcel or lot of land and on the structuse and improvement thereon to the extent of $418.08, and the expense of recording this Lien Notice in the register's office for said county, in the sum of $2.50.

Said Lien is claimed pursuant to Tennessee Code sections 64-1102 and 64-1115, and other related sections of Tennessee Code Annotated, pertaining to Furnishers' and Mechanics' Lines under the laws of the state of Tennessee.

This 1 day of JULY, 1966.

TENNESSEE PIPE & SUPPLY CO., INC.

BY: Ernest Buchi
ERNEST BUCHI, President

Prepared by.

WILLIAM L. UNDERHILL, Attorney
1420 Nashville Bank & Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Doris M. Gaddis, of the state and county aforesaid, personally appeared, Ernest Buchi, with whom I am personally acquainted and who upon oath, acknowledged himself to be President of Tennessee Pipe & Supply Co., Inc., the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein containdd, by signing the name of the corporation by himself as President.

Witness my hand and seal at office in Nashville, Tennessee this the 1st day of July, 1966.

Doris M. Gaddis
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires May 12, 1969

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

34170

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 1 2 37 PM '65

NOTED BOOK 114 PAGE 410
RECORDING FEE $ 1.50
DEP. REG.

Tennessee Pipe & Supply Co., Inc.

vs.

Trustees of the Orchard Baptist Church