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
Nashville Consolidated Warehouses, Inc.	Same 4054 PAGE 595	Map 82-6
(Name)	(Name)	
14th Floor American Trust Building		P/o Par 1
(Street Address or Route Number)	(Street Address)	
Nashville, Tennessee		20W
(City) (State) (Zip Code)	(City) (State) (Zip Code)	

WARRANTY DEED

Parcel No. 64A-IA

FOR AND IN CONSIDERATION of the sum of Ten Thousand, Five Hundred and no/100 Dollars ($10,500.00) cash in hand paid to The Nashville Housing Authority by Nashville Consolidated Warehouses, 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 Nashville Consolidated Warehouses, 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 part of Lot No. 83, all of Lots Nos. 84 and 85, part of Lot No. 116, and all of Lots Nos. 117, 118, and 119; part of Lot No. 150, all of Lots Nos. 151, 152, and 153, part of Lots No. 154, 184 and 185, all of Lots Nos. 186 and 187, part of Lots Nos. 188, 189, 218 and 219, all of Lots Nos. 220, 221 and 222; parts of Lots Nos. 223, 252 and 253; all of Lots Nos. 254, 255, and 256; part of Lots Nos. 257 and part of Hancock Street, a 10 foot alley South of same, Haynie Street, a 10 foot alley South of same, Raleigh Street, Wichita Street and Cowan Street, all closed, by Ordinance No. 62-278 of record in the Office of the Clerk of the Metropolitan Government of Nashville and Davidson County, Tennessee, on J. B. Haynie's Uptown Plan as of record in Book 57, page 168, Register's Office of Davidson County, Tennessee, and part of Lots Nos. 10, 11, 17, 21, 22, 23 and 24, part of Cowan Street and an alley running East and West off of Cowan Street, being Alley No. 373, both closed, by Ordinance No. 64-257, of record in Office of the Clerk of the Metropolitan Government of Nashville and Davidson County, Tennessee, on the Plan of Hale's Addition to Nashville, as of record in Book 57, page 42, said Register's Office, and described together according to a survey made by Barge, Waggoner and Sumner, Engineers, on January 20, 1964, and revised June 28, 1965, as follows:

BEGINNING on an iron pin in the northerly line of Lot No. 252 and the southerly margin of a 10 foot alley, lying North of Hancock Street on the J. B. Haynie Uptown Plan above mentioned and the easterly margin of the proposed relocation of Cowan Street as shown on above survey; running thence with the southerly margin of said alley, South 83° 02' East 219.72 feet to the westerly right-of-way of the Interstate Highway; thence with the westerly line of said right-of-way as follows: South 7° 57' 30" East 323.73 feet to an iron pin; South 9° 38' 30" East 389.75 feet to an iron pin; South 6° 14' 30" West 149.30 feet to an iron pin in the northerly margin of Wichita Street; now closed; South 81° 56' 30" East 46.60 feet to an iron pin; South 14° 53' East 72.85 feet to an iron pin; South 6° 26' West 98.40 feet to an iron pin; South 83° 02' 30" East 45.13 feet to an iron pin; South 6° 12' 50" West 131.18 feet to an iron pin in the northerly margin of Berry Street; thence with the northerly margin of Berry Street, now closed, North 83° 37' West 60.34 feet to an iron pin in a curve in the easterly margin of the proposed relocation of Cowan Street; thence with the easterly margin of the proposed relocation of Cowan Street, as follows; with said curve, with a radius of 530 feet in a northwesterly direction 287.75 feet to a concrete monument in the beginning of another curve and with said curve with a radius of 449.21 feet, in a northwesterly direction 236.32 feet to a concrete monument and North 9° 41' 30" West 722.91 feet to the beginning.

BEING the property conveyed to The Nashville Housing Authority by deeds as follows: Alfred G. Rutherford, Circuit Court Clerk in Book 3508, page 90; Book 3317, page 228; Book 3368, page 18; Book 3317, page 285; Book 3317, page 320; Book 3317, page 306; Book 3433, page 219; Book 3317, page 234; Book 3317, page 240; Third National Bank in Nashville, of record in Book 3165, page 487; Alfred G. Rutherford, Circuit Court Clerk, of record in Book 3347, page 260; Pearl Allen Bryant, Trustee, of record in Book 3099, page 551; and deed of correction in Book 3132, page 259; Ruth Finkelstein et al, of record in Book 3280, page 279; Hannah Kirshner, widow, of record in Book 3282, page 240; Dr. T. Howard Bullard and wife, of record in Book 3226, page 207; Trustees of Bethel Church of record in Book 3165, page 437, all of record in the 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 Nashville Consolidated Warehouses, Inc., heirs and assigns, ("its successors and assigns" if a corporation), forever.

And The Nashville Housing Authority, the Grantor, does covenant with the said Nashville Consolidated Warehouses, 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 Nashville Consolidated Warehouses, 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 "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 21st day of August, 1963, 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 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 ~~23rd~~ day of ~~August~~, 19~~66~~.

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 ~~23rd~~ day of ~~August~~, 19~~66~~.

_____
Notary Public

My Commission expires:

July 22, 1967

STATE TAX $ 15.75
PROBATE .50
TOTAL $ 16.25

SEP 8 1966

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

PAID SEP 8 - 1966

CT

BOOK 4054 PAGE 600

THE NASHVILLE HOUSING AUTHORITY

TO/WARRANTY DEED

NASHVILLE CONSOLIDATED WAREHOUSES, INC.

42773

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 8 2 52 PM '66

RECORD BOOK 11 4 PAGE 61

RECORDING FEE $ 3.75

DEP. REG. C-1

