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:
Petroleum Facilities Inc.	Petroleum Facilities Inc.	82-16 27
(Name)	(Name)	82-16 26
405 45th Avenue No.	P.O. Box 847	82-16 25
(Street Address or Route Number)	(Street Address)	
Nashville, Tennessee	Nashville, Tennessee	
(City) (State) (Zip Code)	(City) (State) (Zip Code)	

BOOK 4121 PAGE 208

WARRANTY DEED

Land Disposition Parcel No. 518-CB

FOR AND IN CONSIDERATION of the sum of _____

Forty-one thousand four hundred and no/100--------Dollars ($41,400.00----------)

cash in hand paid to The Nashville Housing Authority by _____

Petroleum Facilities, 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 Petroleum Facilities, Inc., the Grantee, its 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 the southerly parts of Lots Nos. 4, 5, 6 and 7 on the Plan of Hobson & Wheless Second Addition to Edgefield, as of record in Book 21, page 21, Register's Office for Davdison County, Tennessee, described according to a survey made by Barge, Waggoner & Sumner, Engineers, dated February 13, 1967, as follows:

Said part of said Lots Nos. 4, 5, 6 and 7 adjoin and front together 200 feet on the southerly side of Main Street, as widened, and extend back 159.47 feet on the easterly line of Lot No. 7 and 159.24 feet on the westerly line of Lot No. 4, to a 15 foot alley in the rear measuring 200 feet thereon.

Being part of the same property conveyed to The Nashville Housing Authority by deeds from Mannie L. Howell of record in Book 3129, page 153, Register's Office for Davidson County, Tennessee; from Frank W. Harris and wife, Philomenia Harris, of record in Book 3098, page 93, Register's Office for Davidson County, Tennessee; from Vernon Kimble and wife, Callie L. Kimble of record in Book 3129, page 619, Register's Office for Davidson County, Tennessee; from Alfred S. Harris, a widower, of record in Book 3911, page 761, Register's Office for Davidson County, Tennessee, from Mollie Feigenbaum and Marilyn Stern of record in Book 3375, page 582, Register's Office for Davidson County, Tennessee; from Jennie V. Anderson Clayton, of record in Book 3185, page 339, Register's Office for Davidson County, Tennessee.

STATE TAX $ 62.10
PROBATE .50
TOTAL $ 62.60

APR 17 1967 RS

RECD APR 17 1967

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

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

And The Nashville Housing Authority, the Grantor, does covenant with the said Petroleum Facilities, 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 and conditions 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 Petroleum Facilities, Inc., its 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 an Irrevocable Offer for Contract of Sale made by Grantee and dated 28th day of February 1967, and approved by Grantor by Resolution No. 63-67, as amended on the 7th day of March 1967 to which reference is here made and the same is made a part hereof as fully as though copied herein in full, compliance with which by Grantee shall be evidence by a certificate of the Grantor to that effect issued to the Grantee if a form eligible for registration. It is understood and agreed that the Grantor reserves the right to approve or disapprove all plans and specifications of the proposed development and Grantee acknowledges that said right is reserved by the Grantor and applies to each and every structure or improvement now proposed, or hereafter proposed to be placed

or constructed upon said parcel, including all signs, billboards or any similar structure or structures, all of which may be approved or disapproved at the sole and conclusive discretion of the Board of Commissioners of the Grantor, said right is a continuing one and Grantee has agreed, and by acceptance of this deed, does hereby agree to make no changes or alterations of any kind or description in the redevelopment plans or the improvements placed upon said property under the plans and specifications originally approved, without first submitting plans and specifications for such changes and alterations to the Grantor for its approval as herein provided. The terms, conditions and restrictions of the aforesaid Irrevocable Offer for Contract of Sale shall be binding on the parties, their heirs, successors and assigns and are covenants running with the land.

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 of 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 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 covenants 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 12th day of April, 1967.

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 acknowledges 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 12th day of April, 1967.

_____
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

My commission expires

_____ 67

67867

WARRANTY DEED

From:

The Nashville Housing Authority

To:

Petroleum Facilities, Inc.

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 17 11 52 AM '67
NOTE BOOK 116 PAGE 243
RECORDING FEE $ 3.00
DEP. REG. m

