BOOK 4197 PAGE 178

his instrument prepared by The Nashville Housing Authority, 701 South 6th Street, Nashville, Tenn.

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Numbers:
Lane College Housing, Inc.	Guaranty Mortgage Company	Map. 82-7
(Name)	(Name)	Par. 208
Lane College	316-318 Union Street	
(Street Address or Route Number)	(Street Address)	Map. 82-11
Jackson Tennessee	Nashville, Tennessee	Par. 9-40-47
(City) (State) (Zip Code)	(City) (State) (Zip Code)	

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of One Hundred Sixteen Thousand, Nine Hundred Dollars, ($116,900.00) cash in hand paid to The Nashville Housing Authority by Lane College Housing, 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 Lane College Housing, 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 three certain properties known as Parcel Nos. 70-RE, and 71-RE, and 151-RE of the East Nashville Urban Renewal Area, Project No. Tenn. R-13 and as shown on the below listed surveys prepared by Barge, Waggoner, and Sumner, Engineers, as follows:

TRACT 1, being Parcel No. 71-RE, a tract of land in the First Civil District of Davidson County, being part of Lots 66 through 75 of Harris' addition to Edgefield, now East Nashville, recorded in Plat Book 21, Page 100, R.O. D. C., and being more particularly described as follows:

Beginning at an iron pin, said point being the intersection of the South margin of Grace Street and the west margin of Alley No. 307;

Thence, S 6° 22' W, 509.85 feet with the west margin of said alley to an iron pin in the north margin of Berry Street;

Thence, N 83° 00' W, 81.30 feet with the north margin of said Berry Street to an iron pin;

Thence, with a curve to the right, 77.86 feet to an iron pin in the east margin of Joseph Avenue, said curve having a radius of 50.00 feet and a central angle of 89° 13';

Thence, N 6° 13' E, 435.14 feet with the east margin of said Joseph Avenue to an iron pin;

Thence, with a curve to the right, 39.60 feet to an iron pin in the south margin of Grace Street, said curve having a radius of 25.00 feet and a central angle of 90° 45';

Thence, S 83° 02' E, 106.63 feet with the south margin of said Grace Street to the point of beginning.

Containing 1.52 acres, more or less.

TRACT 2, being Parcel No. 151-RE, a tract of land in the first Civil District of Davidson County, being part of Lots 1, 2, 14, 15 and all of Lots 3 through 13 of Bryan's addition to Edgefield, Plat Book 21, Page 63, R.O.D.C., and being part of Lots 7, 10, and 11 of Wetmore's addition, Plat Book 161, Page 91, R.O.D.C., and being more particularly described as follows:

Beginning at an iron pin, said point being the intersection of the east margin of North Second Street and the south margin of Alley No. 303;

Thence, S 82° 47' E, 759.75 feet with said south margin of Alley to an iron pin in the west margin of relocated Foster Street;

Thence, along said west margin of Foster Street, with a curve to the right, 223.85 feet to an iron pin, said curve having a radius of 201.44 feet and a central angle of 67° 30' 26";

Thence, S 81° 42' 07"W, 425.58 feet to an iron pin;

Thence, with a curve to the left, 42.02 feet to an iron pin, said curve having a radius of 549.23 feet and a central angle of 4° 23';

Thence, with a curve to the right, 41.85 feet to an iron pin in the east margin of North Second Street, said curve having a radius of 30.40 feet and a central angle of 78° 52'31";

Thence, along said east margin of North Second Street, N 20° 41' 23" W, 236.98 feet to an iron pin;

Thence, with a curve to the right, 75.63 feet to the point of beginning, said curve having a radius of 149.26 feet and a central angle of 29° 01' 54";

Containing 3.51 acres, more or less.

The above described parcel is subject to an easement as retained by the Metropolitan Government of Nashville, Bill No. 64-257 recorded in Metropolitan Clerk's Office, and the Nashville Housing Authority Disposition Survey Parcel 151-RE.

TRACT 3, being Parcel No. 70-RE, a tract of land in the First Civil District of Davidson County, being part of Lots 5, 6 and 7 of Wetmore's addition, Plat Book 161, Page 91, R.O.D.C., and being part of Lots 13 thru 18, 32, 33, 39 thru 50, 53 thru 65, 98 and all of Lots 34 thru 38, 51, 52, 99 and 100 of Harris' addition to Edgefield, Plat Book 21, Page 100, R.O.D.C., Tennessee, and being more particularly described as follows:

Beginning at an iron pin, said point being the interesction of the south margin of Berry Street and the west margin of Alley No. 307.

Thence, S 6° 16' W, 606.92 feet with the west margin of said Alley to an iron pin;

Thence, with a curve to the left 54.67 feet to an iron pin in the south margin of said Alley as relocated, said curve having a radius of 35.00 feet and a central angle of 89° 30';

Thence, S 83° 14' E, 131.70 feet continuing with said Alley to an iron pin in the west margin of North Second Street;

Thence, with the west margin of said North Second Street with a curve to the left, 42.82 feet to an iron pin, said curve having a radius of 203.13 feet and a central angle of 12° 04' 40";

Thence, S 20° 41' 23" E, 236.98 feet continuing with said west margin to an iron pin;

Thence, with a curve to the right, 36.58 feet to an iron pin in the north margin of relocated Foster Street, said curve having a radius of 25.00 feet and a central angle of 83° 49' 38";

Thence, continuing with said north margin with a curve to the left, 173.80 feet to an iron pin, said curve having a radius of 549.25 feet and a central angle of 18° 07' 48";

Thence, leaving said north margin with the east margin of relocated U. S. 41, N 44° 59' 21" W, 7.24 feet to a monument;

Thence, along said east margin, S 85° 26' 30" W, 42.35 feet to a monument;

Thence, N 49° 16' W, 102.95 feet to a monument;

Thence, with a curve to the right, 481.44 feet to a monument, said curve having a radius of 646.01 feet and a central angle of 42° 43';

Thence, N 6° 33' W, 501.65 feet to an iron pin;

Thence, S 83° 27' W, 12.50 feet to an iron pin;

Thence, N 6° 33' W, 280.39 feet to an iron pin;

Thence, leaving said east margin of relocated U. S. 41, N 83° 27' E, 253.94 feet to an iron pin in the west margin of Joseph Avenue;

Thence, with said west margin, S 6° 13' W, 116.51 feet to an iron pin;

Thence, with a curve to the left, 155.71 feet to an iron pin in the south margin of Berry Street, said curve having a radius of 100.00 feet and a central angle of 89° 13';

Thence, with said south margin, S 83° 00' E, 82.97 feet to the point of beginning.

Containing 8.66 Acres, more or less.

The above described Parcel is subject to easements as retained by the Metropolitan Government of Nashville, Bill No. 64-257 recorded in Metropolitan Clerk's Office, and the Nashville Housing Authority Disposition Survey Parcel 70-RE.

S C H E D U L E "A"

Title to said tracts is vested in THE NASHVILLE HOUSING AUTHORITY by the following instruments:

TRACT NO. 1

(1) by deed from G. D. Collins, et al, Trustees of First Baptist Church, as of record in Book 3407, page 257;

(2) by deed from Ruth S. Windham, as of record in Book 3159, page 121;

(3) by deed from Andrew K. Schutt, Sr., and wife, as of record in Book 3105, page 543;

(4) by deed from Sam Garfinkle, as of record in Book 3135, page 453;

(5) by deed from A. R. Woodroof and wife, as of record in Book 3182, page 39;

(6) by deed from Mrs. Herman Ceigler as of record in Book 3219, page 213;

(7) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3647, page 568;

(8) by deed from Ben Harrington and wife, as of record in Book 3103, Page 73;

(9) by deed from H. M. Grant, et al, as of record in Book 3073, page 111;

(10) by deed from Lucy H. Root, et al, as of record in Book 3221, page 169;

(11) by deed from Mattie L. Collins, as of record in Book 3222, page 245;

(12) by deed from Lola M. Overby, as of record in Book 3221, pate 173;

(13) by deed from William Ernest West and wife, as of record in Book 3179, page 77;

(14) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3647, page 564;

(15) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3647, page 540;

(16) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3399, page578;

TRACT No. 2

(1) by deed from Thomas W. Hales and wife, as of record in Book 3184, page 512;

(2) by deed from Margaret Parrish, as of record in Book 3165, page 337;

(3) by deed from A. T. Hasslock and wife, as of record in Book 3129, page 591;

(4) by deed from Elmer Cole and wife, as of record in Book3128, page 147;

(5) by deed from Jack Diamond and wife, et al, as of record in Book 3221, page 191;

(6) by deed from Sam Jenkins, Conservator for Eugene M. Winters, as of record in Book 3181, page 136;

(7) by deed from Marshall Blunkall and wife, as of record in Book 3104, page 491;

(8) by deed from Andrew Spelta and wife, as of record in Book 3159, page 189;

(9) by deed from Eva S. Mills, as of record in Book 3182, page 531;

(10) by deed from Buford M. Davenport and wife, as of record in Book 3100, page 257;

(11) by deed from Jasper C. Holland and wife, as of record in Book 3165, page 329;

(12) by deed from C. P. Zimmerlee and wife, as of record in Book 3099, page 303;

(13) by deed from W. Columbus McCord and wife, as of record in Book 3131, page 417;

(14) by deed from W C. McCord and wife, as of record in Book 3104, page 496;

(15) by deed from Carl F. Edmonston, as of record in Book 3222, page 235;

(16) by deed from H. A. Stevens, Jr., as of record in Book 3101, page 303;

(17) by deed from Ruth Finkelstein, et al, as of record in Book 3286, page 599;

(18) by deed from The Advisory Board Tennessee District Church of the Nazarene, Inc., as of record in Book 3311, page 185;

(19) by deed from Sam Jenkins, Conservator for Eugene M. Winters, as of record in Book 3181, page 63;

(20) by deed from Burt Francis, Trustee, as of record in Book 3130, page 407;

(21) and by City Ordinance No. 64-257 of the Metropolitan Government of Nashville and Davidson County, Tennessee.

TRACT No. 3

(1) by deed from Madelyn Lusky Haber, as of record in Book 3158, page 165;

(2) by deed from W. A. Fann, Jr., and wife, as of record in Book 3177, page 353;

(3) by deed from Percy Dean Sims, et al, as of record in Book 3177, page 51;

(4) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3864, page 241;

(5) by deed from Clarence L. Preston and wife, as of record in Book 3075, page 397;

(6) by deed from Minnie G. Ceigler, et al, as of record in Book 3250, page 451;

(7) by deed from EArline Hoff Hammelgarn, ATtorney in fact for Mae Hoff, et al, as of record in Book 3160, page 265;

(8) by deed from Sylvia Wright, as of record in Book 3255, page 511;

(9) by deed from Belle Wood Webster, a widow, as of record in Book 3136, page 491;

(10) by deed from J. P. Regan and wife, as of record in Book 3248, page 421;

(11) by deed from Jesse W. Biggers and wife, as of record in Book 3136, page 599;

(12) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3989, page 503;

(13) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3450, page 426;

(14) by deed from Leslie Fox and wife, as of record in Book 3096, page 159;

(15) by deed from Hermitage Mortgage Company, Inc., as of record in Book 3032, page 363;

(16) by deed from John M. Raymer and wife, as of record in Book 3074, page 207;

(17) by deed from Josie Lambert, as of record in Book 3075, page 166;

(18) by deed from A. R. Woodroof and wife, as of record in Book 3182, page 40;

(19) by deed from Lucille B. Templeton, as of record in Book 3033, page 176;

(20) by deed from Vera Horn, as of record in Book 3099, page 269;

(21) by deed from Milton Oscar Watts and wife, as of record in Book 3096, page 152;

(22) by deed from Mabel Volz, as of record in Book 3074, page 256;

(23) by deed from Melvin Clarence Long and wife, as of record in Book 3074, page 195;

(24) by deed from Jarradah Fox and wife, as of record in Book 3074, page 532;

(25) by deed from Maudie Louise Green, as of record in Book 3165, page 330;

(26) by deed from Isadore Wasserman et al, as of record in Book 3178, page 43;

(27) by deed from H. H. Southerland and wife, as of record in Book 3163, page 171;

(28) by deed from H. H. Southerland and wife, as of record in Book 3226, page 242;

(29) by deed from L. Kenneth Johnson and wife, as of record in Book 3068, page 559;

(30) by deed from Kenneth Johnson and wife, as of record in Book 3072, page 513;

(31) by deed from Annie Marion Beazley, et al, as of record in Book 3074, page 433;

(32) by deed from Perry A. Canaday and wife, as of record in Book 3129, page 593;

(33) by deed from Easir Lee Harris, as of record in Book 3130, page 409;

(34) by deed from Thomas H. Taylor and wife, as of record in Book 3074, page 252;

(35) by deed from Martha J. Lokey, as of record in Book 3096, page 534;

(36) by deed from Martha J. Lokey and Husband, as of record in Book 3096, page 533;

(37) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3403, page 254;

(38) by deed from C. G. Lucas and wife, as of record in Book 3034, page 21;

(39) by deed from George W. Taylor and wife, as of record in Book 3074, page 505;

(40) by deed from Harry Byrd and wife, as of record in Book 3074, page 250;

(41) by deed from L. C Canada and wife, as of record in Book 3068, page 612;

(42) by deed from D. C Colvett, and wife, as of record in Book 3100, page 17;

(43) by deed from John W. Fox and wife, as of record in Book 3072, page 588;

(44) by deed from Jess E. Mills and wife, as of record in Book 3033, page 495;

(45) by deed from William T. Nolen, as of record in Book 3075, page 391;

(46) by deed from Walter Pullman and wife, as of record in Book 3165, page 297;

(47) by deed from W. Wade Sanders and wife, as of record in Book 3165, page 297;

(48) by deed from Mrs. Willie B. McMurray, et al, as of record in Book 3222, page 293;

(49) by deed from Buford Maxwell, unmarried, as of record in Book 3253, page 601;

(50) by deed from Louis Komisar, et al, Co-Trustees, as of record in Book 3166, page 591;

(51) by deed from George P. Hudgens and wife, as of record in Book 3165, page 285;

(52) by deed from Minerva Culwell Hall, as of record in Book 3130, page 399;

(53) by deed from Katie J. Corbitt, as of record in Book 3285, page 533;

(54) by deed from James M. McDaniel and wife, as of record in Book 3131, page 399;

(55) by deed from H. D. Carter and wife, as of record in Book 3104, page 195;

(56) by deed from Ruth Finkelstein, et al, as of record in Book 3177, page 355;

(57) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3962, page 394;

(58) by deed from S & C Realty Company, as of record in Book 3103, page 633;

(59) by deed from Ruth Olivia (Elliott) Dewitt, as of record in Book 3073, page 171;

(60) by deed from K. J. Holt and wife, et al, as of record in Book 3129, page 629;

(61) by deed from Bertha May Duke, as of record in Book 3129, page 579;

(62) by deed from Jack Diamond and wife, et al, as of record in Book 3221, page 191;

(63) and by virtue of City Ordinance No. 64-257 of the Metropolitan Government of Nashville and Davidson County, Tennessee.

(64) and by Virtue of City Ordinance No. 66-856, of the Metropolitan Government of Nashville and Davidson County, Tennessee.

(65) by deed from Thomas W. Hales and wife, as of record in Book 3184, page 512; all in Register's Office for Davidson County, Tennessee.



864221









STATE TAX $ 175.35
PROBATE .50
TOTAL $ 175.85

DEC 13 1967

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

PAID DEC 13 1967

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Lane College Housing, Inc., its successors and assigns, ("[illegible]"), forever.

And The Nashville Housing Authority, the Grantor, does covenant with the said Lane College Housing, 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 Lane College Housing, Inc., its successors and assigns, ("[illegible]"), 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 12th day of December, 1967, 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 13th day of December, 1967.

THE NASHVILLE HOUSING AUTHORITY

By _____
Chairman

(SEAL)
1938
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 13th day of December, 1967.

_____
Notary Public

My Commission expires:

April 26, 1971

B. W. HOWARD NOTARY PUBLIC DAVIDSON COUNTY

G 200464

WARRANTY DEED

FROM

THE NASHVILLE HOUSING AUTHORITY

TO

LANE COLLEGE HOUSING, INC.

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 13 4 22 PM '67

NOTED BOOK 412 PAGE 836
RECORDING FEE $ 16.50
DEP. REG. R

99641