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Address New Owner and
Send Tax Bills To:

Life and Casualty Insurance Company
of Tennessee
Life and Casualty Tower
Nashville, Tennessee 37219

Map - Parcel Numbers

Map. 93-1
Par. 41
Map. 93-2
Par. 1
pw

WARRANTY DEED

JUN 28 MISC A* 9.00 * 9.00

FOR AND IN CONSIDERATION OF the sum of Ten Dollars cash and other valuable considerations to it in hand paid by Life Insurance Company of Tennessee, the receipt of all of which is hereby acknowledged, LIFE AND CASUALTY INSURANCE COMPANY OF TENNESSEE, a Tennessee corporation, has bargained and sold, and by these presents does transfer and convey unto the said LIFE INSURANCE COMPANY OF TENNESSEE, a Tennessee corporation, its successors and assigns, a one-half (1/2) undivided interest in and to certain tracts or parcels of land in Nashville, Davidson County, Tennessee, described as follows, to-wit:

Being part of Lot "Dd" on the Resubdivision of Parcel "Dd" of The Capitol Hill Redevelopment Project, as of record in Book 3106, page 46, Register's Office for said County, and being designated as Parcel "De", and described as follows:

BEGINNING at a point in the northerly margin of James Robertson Parkway, at the common corner of Parcels "Db" and "Dd", as shown on the plan in Book 3106, page 46; and being the southwest corner of the property conveyed to The Executive Committee of the Southern Baptist Convention, by deed of record in Book 3278, page 437; thence with the margin of said James Robertson Parkway, along a slight curve, westerly 134.81 feet to the southeast corner of the property conveyed to Capitol Properties, Inc., by deed of record in Book 3401, page 205, thence along said property line, North 11° 29.6' West 225.42 feet to a point; thence North 78° 22' East 183.98 feet to a point in the southwesterly margin of Fourth Avenue North; thence with the margin of the same, along a curve, southeasterly 115 feet to the northwest corner of Parcel "Db"; being the northwest corner of the property conveyed to The Executive Committee of the Southern Baptist Convention, above mentioned; thence with their westerly line, South 19° 42.4' West 208.73 feet to the point of beginning.

THIS INSTRUMENT WAS
PREPARED BY:

Alfred E. Abbey
LIFE & CASUALTY TOWER
NASHVILLE, TENNESSEE

Being the westerly portion of Parcel "D-1b" on the Resubdivision of Parcel "D-1", of the Capitol Hill Redevelopment Project, as of record in Book 3106, page 9, Register's Office for said County, and being designated as Parcel "D-1 (c), and described as follows:

BEGINNING at a point in the northerly margin of 4th Avenue North, at the common corner of the easterly part of Parcel "D-1b", and the westerly part of Parcel "D-1b", being the southwest corner of the property conveyed to Credit Bureau of Nashville, by deed of record in Book 3221, page 412; thence with the margin of 4th Avenue North, westerly and northwesterly partly along a curve, 170.31 feet to a point; thence leaving said Avenue, North 84° 20' East 140.3 feet to a point; thence North 62° 24' East 13.22 feet to the northwest corner of the easterly part of Parcel "D-1b", being the northwest corner of the property conveyed to Credit Bureau of Nashville, as above mentioned; thence along the westerly line of said property, South 7° 47' West 107.08 feet to the point of beginning.

Being the same property conveyed to Life and Casualty Insurance Company of Tennessee by deed from The Nashville Housing Authority, of record in book 4002, page 912 of the Register's Office for said County.

This is improved property, known as 474 James Robertson Parkway, Nashville, 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 Life Insurance Company of Tennessee, its successors and assigns, forever.

AND said Life and Casualty Insurance Company of Tennessee does covenant with the said Life Insurance Company of Tennessee 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.

AND said Life and Casualty Insurance Company of Tennessee does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Life Insurance Company of Tennessee, its successors and assigns, 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. 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 of 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-B (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-B (1) hereof, and the United States shall be deemed a beneficiary of the Covenant provided in Section 1-B (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-B (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.

IN WITNESS WHEREOF, the said Life and Casualty Insurance Company of Tennessee has caused its name to be signed hereto by its duly authorized officers this 29th day of December, 1967.

LIFE AND CASUALTY INSURANCE COMPANY OF TENNESSEE

By Clark H Hutton Jr
Vice President

Attest:

Price F Carney
Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Charles H. Anderson, a Notary Public in and for the County and State aforesaid, personally appeared Clark H. Hutton, Jr. and Price F. Carney, with whom I am personally acquainted, and who upon oath acknowledged themselves to be Vice-President and Secretary of Life and Casualty Insurance Company of Tennessee, the within named bargainor, a corporation, and that they as such Vice-President and Secretary, being authorized so to do, executed the

foregoing instrument for the purposes therein contained, by signing the name of the corporation by Clark H. Hutton, Jr. as Vice-President, and attesting the same by Price F. Carney as Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this the 29th day of December, 1967.

Notary Public at Large
for the State of Tennessee

My commission expires April 18, 1970.

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

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I hereby swear as agent of the grantee named in the foregoing instrument that the said instrument was made pursuant to a plan of reorganization and that the conveyance therein made is part of the transfer of substantially all of the assets in the State of Tennessee of Life and Casualty Insurance Company of Tennessee, a Tennessee corporation, to Life Insurance Company of Tennessee, a Tennessee corporation, the same then being a wholly-owned subsidiary of said Life and Casualty Insurance Company of Tennessee, and as such is exempt (as provided for in the Acts of 1968, Chapter 483, Section 3) from the privilege tax imposed on the recording of transfers of realty.

Alfred E. Abbey, Attorney
Affiant

Subscribed and sworn to before me,

this the 26th day of June, 1968.

Notary Public

My Comm. Exp. MY COMMISSION EXPIRES: AUGUST 1, 1971

RECORDING FEE $ 1.00
IDENTIF. REFERENCE
JUN 28 2 20 PM '68
FELIX Z. WHITE, COUNTY REGISTER
DAVIDSON COUNTY, TENN.

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