This 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:
(Name)	(Name)	Map. 105-6 Par. 24
(Street Address or Route Number)	(Street Address)	
(City) (State) (Zip Code)	(City) (State) (Zip Code)	Pd

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WARRANTY DEED

Land Disposition Parcel No. 98-GR

FOR AND IN CONSIDERATION OF the sum of Thirty-Four Thousand, Nine Hundred Seventy-Six 40/100 Dollars, ($34,976.40) cash in hand paid to The Nashville Housing Authority by L. H. Hardaway, Sr. & L. H. Hardaway, Jr. d/b/a Edgehill Village Apartments, a Partnership, 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 L. H. Hardaway, Sr. & L. H. Hardaway, Jr. d/b/a Edgehill Village Apartments, a Partnership, 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:

A tract of land in the City of Nashville, First Civil District of Davidson County, Tennessee, being part of Lots 9, 7, 8, 25, all of Lots 10 through 24 of Mrs. Elizabeth Fall's Plan, Plat Book 161, page 57, Register's Office of Davidson County, Tennessee, and part of Lots 7 through 21, of J. A. McCambell's Addition, Plat Book 21, page 104, of said Register's Office, and being parts of certain streets and alleys as closed by Ordinance No. 68-512 of the Ordinances of Metropolitan Government of Nashville, and Davidson County, Tennessee, and being Disposition Survey, Parcel No. 98, The Nashville Housing Authority, Edgehill Urban Renewal Area, Project Tenn. R-69, and being more particularly described as follows, according to a survey made by Barge, Waggoner and Sumner, Engineers, dated March 5, 1968, as revised March 6, 1968 and May 4, 1968.

BEGINNING at the point of intersection of the southern margin of Chestnut (proposed Edgehill Avenue) with the eastern margin of proposed Hillside Avenue (old 9th Avenue South); thence, South 82° 09' East 22.91 feet to an iron pin in the southern margin of Edgehill Avenue, being the point of beginning; thence South 82° 09' East 436.88 feet to an iron pin; thence in an easterly and southerly direction 31.50 feet with a curve to the right having a radius of 20.0 feet, and a central angle of 90° 15' to an iron pin; thence South 8° 06' West 130.14 feet, along the western margin of Alley 655 to an iron pin; thence South 6° 14' East 166.12 feet, continuing along the western margin of Alley 655 to an iron pin; thence in a southerly and easterly direction 55.45 feet, with a curve to the left having a radius of 40 feet, and a central angle of 79° 26' to an iron pin; thence South 85° 40' East 1.27 feet to an iron pin; thence in an easterly and southerly direction 31.61 feet with a curve to the right having a radius of 20 feet, and a central angle of 90° 34' to an iron pin; thence South 4° 54' West 11.87 feet along the western margin of Alley 655 to an iron pin; thence in a southerly and westerly direction 31.22 feet with a curve to the right having a radius of 20 feet, and a central angle of 89° 26' to an iron pin; thence North 85° 40' West 663.12 feet along the northern margin of Alley 653, to an iron pin; thence in a westerly and northerly direction 36.65 feet with a curve to the right having a radius of 50 feet and a central angle of 42° 00' to an iron pin; thence North 43° 40' West 2.97 feet to an iron pin; thence in a westerly and northerly direction 30.49 feet with a curve to the right having a radius of 20 feet, and a central angle of 87° 20' to an iron pin, in the eastern margin of Hillside Avenue; thence in a northerly and easterly direction 336.19 feet with a curve to the left having a radius of

625 feet, and a central angle of 30° 49' 11" to an iron pin; thence North 12° 51' East 160.56 feet along the eastern margin of Hillside Avenue, to an iron pin; thence in a northerly and easterly direction 37.09 feet with a curve to the right having a radius of 25 feet, and a central angle of 85° 00' to an iron pin being the point of beginning, and containing 291,470.2 square feet or 6.69 acres, more or less.

Title to said tract is vested in The Nashville Housing Authority by the following instruments:

(1) by deed from Ann Caroline Mann, as of record in Book 4220, page 298;

(2) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 4206, page 232;

(3) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 4233, page 105;

(4) by deed from John B. Johnson and wife, as of record in Book 4187, page 290;

(5) by deed from Robbie Johnson, etal, as of record in Book 4187, page 289;

(6) by deed from Alvin N. Greenberg and wife, as of record in Book 4185, page 749;

(7) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 4233, page 99;

(8) by deed from Mamie Reams, a widow, as of record in Book 4171, page 475;

(9) by deed from Annie Mae Jennings, as of record in Book 4154, page 647;

(10) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 4222, page 92;

(11) by deed from Julia L. Mallernee, et al, as of record in Book 4179, page 71;

(12) by deed from George Rooker, Clerk of the Circuit Court, as of record in Book 4239, page 994;

(13) by deed from Arthur H. Bowers, and wife, as of record in Book 4075, page 523;

(14) by deed from Everlina Crosby, as of record in Book 4155, page 125;

(15) by deed from Lean Johnson, as of record in Book 4163, page 425;

(16) by deed from Ester Blue, et al, as of record in Book 4170, page 983;

(17) by deed from Thula W. Edwards, as of record in Book 4069, page 576;

(18) by deed from Ollie M. Jennings, as of record in Book 4150, page 180;

(19) by deed from Charlie Bonds, unmarried, as of record in Book 4179, page 985;

(20) by deed from Robert Boyd Jackson, and wife, as of record in Book 4070, page 317;

(21) by deed from Elnora Woods Walker, as of record in Book 4051, page 897;

(22) by deed from Johnie B. Nowlin, et al as of record in Book 4191, page 984;

(23) by deed from Elizabeth Watson, as of record in Book 4161, page 568;

(24) by deed from Fannie Mae Brown, as of record in Book 4176, page 865;

(25) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 4206, page 247;

(26) by deed from Marie Hall Coleman, as of record in Book 4183, page 618;

(28) by deed from Geo. Rooker, Clerk of the Circuit Court, as of record in Book 4239, page 573;

(29) by deed from Gertrude F. Wise, as of record in Book 4188, page 481;

(30) by deed from John T. Crump and wife, in Book 4036, page 124;

(31) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 4235, page 146;

(32) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 4239, page 122;

(33) by deed from Samella Bloodworth Johnson, as of record in Book 4108, page 978,

(34) by deed from Ellie Mae Chatman, as of record in Book 4190, page 129;

(35) by deed from Ora E. Kay, et al, as of record in Book 4189, page 127;

(36) by deed from Jeff D. Wilson and wife, as of record in Book 4163, page 821;

(37) by deed from Cornelius Jordan and wife, as of record in Book 4225, page 291;

(38) by deed from Mrs. Willie Mae Estill, as of record in Book 4164, page 389;

(39) by deed from George H. Holliday and wife, as of record in Book 4158, page 317;

(40) by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 4198, page 152;

(41) by deed from Katherine M. Allen, as of record in Book 4136, page 789;

all of record in the Register's Office of Davidson County, Tennessee; and by decree of record in Minute Book 85-A, page 196, and by decree of record in Minute Book 85-A, page 283, both in Third Circuit Court of said County; and by Ordinance No. 68-512, of the Ordinances of the Metropolitan Government of Nashville and Davidson County, Tennessee.

together will all right, title and interest which the grantors have, or ever may have in and to adjoining street or streets, alley or alleys or any other right-of-way or in any easement to which the above Property is dominant or servient.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said L. H. Hardaway, Sr. & L. H. Hardaway, Jr. d/b/a Edgehill Village Apartments, a Partnership, their heirs and assigns, ("its successors and assigns" if a corporation), forever.

And The Nashville Housing Authority, the Grantor, does covenant with the said L. H. Hardaway, Sr. & L. H. Hardaway, Jr., d/b/a Edgehill Village Apartments, a Partnership, 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 L. H. Hardaway, Sr. & L. H. Hardaway, Jr., d/b/a Edgehill Village Apartments, a Partnership, their heirs and assigns, ("its successors and assigns" if a corporation), against the lawful claims of all persons, whomsoever, and the N. H. A., the Grantor, and L. H. Hardaway, Sr. & L. H. Hardaway, Jr. d/b/a Edgehill Village Apartments, a Partnership, the Grantee further bind themselves as follows:

1. GENERAL COVENANTS:

A. The Grantee agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Property, or any part thereof, will be devoted to, and only to and in accordance with, the uses specified in the Urban Renewal Plan, and the Contract for Sale of Land entered into between the parties hereto, for the purchase and redevelopment of the Property, dated 6th day of February, 1968, which is specifically made a part hereof by reference as though fully and completely set out herein.

B. 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 Section C of the Urban Renewal Plan for the Edgehill Urban Renewal Project, Tenn. R-69 of record in Book 4220, Page 723, in the Register's Office of Davidson County, Tennessee, which are specifically made a part hereof by reference, as though fully and completely set out herein.

C. This parcel of land, described herein, is located in an area designated by the Urban Renewal Plan for the Edgehill Urban Renewal Project, Tenn. R-69 for use as GENERAL RESIDENCE ("Planned Residential Area") and this conveyance is specifically made subject to the restrictions, terms and conditions of the said Plan. R. P. Map No. 2, known as the "Land Use Plan" is an excerpt from the Plan and is recorded, for reference purposes, in the office of the Metropolitan Clerk, said Map being specifically made a part hereof by reference as though fully and completely set out herein.

D. 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 for Sale of Land entered into the 6th day of February, 1968, by Grantor and Grantee, compliance with which by Grantee shall be evidenced by a "Certificate of Completion" from the Grantor to that effect issued to the Grantee and recorded in the Register's Office of Davidson County, Tennessee.

"The Certificate of Completion" issued by the Grantor shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the Grantee, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof.

The Grantee for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, to promptly begin and diligently prosecute to completion the redevelopment of the Property, and that such construction or redevelopment shall in any event be begun within the period specified in Section 4 of Part I hereof and be completed within the period specified in said Section 4 of Part I. It is intended and agreed that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Grantor and enforceable by the Grantor against the Grantee and its successors and assigns to or of the Property or any part thereof or any interest therein.

In the event of any default, failure, violation, or other actions or inaction by the Grantee, subsequent to this conveyance from the Grantor and prior to the issuance and recording of the "Certificate of Completion", to remedy, end, or abrogate such default, failure, violation, or other action or inaction, specified in subdivisions (a), (b), and (c) of Section 704 of Part II of said Contract for Sale of Land, the Grantor at its option may declare a termination in favor of the Grantor, of the title, and of all the rights and interest in and to the Property shall revert to the Grantor in accordance with and in the manner specified in said Contract for Sale of Land. Said subdivisions list, in part, noncompliance acts pertaining to the construction of improvements, failure to pay or have released liens or encumbrance, and violations pertaining to the transfer of the Property or change in the ownership or distribution of the stock of the Grantee.

E. 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 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, all provisions of Sections 1-A, 1-B, 1-C, 1-D, 1-E and 1-E(1), it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the covenants provided in said Sections hereof, and the United States shall be deemed a beneficiary of the Covenant provided in Section 1-E(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-E(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 or 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.

By the acceptance of delivery of this Deed, Grantee accepts these restrictions,

terms and conditions.

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 22nd day of July, 19 68.

THE NASHVILLE HOUSING AUTHORITY

By _____
Chairman

(SEAL)

ATTEST: 1933

_____
Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Before me, Dorothy Davis Gibbs, 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, of this the 22nd day of July, 1968.

Dorothy Davis Gibbs
Notary Public

My Commission expires:

June 23 1970

A 0 6 0 8 5

IDENTIF. REFERENCE

JUL 23 9 12 AM '68

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $34,976.40.

R. S. Krumm
(Affiant)

Subscribed and sworn to before me, this the 23 day of July 1968.

A. Gentry
Deputy Register

JUL 23 CONV 34,976.40
JUL 23 S'TAX A* 91.00
JUL 23 PR'FEE A* .50
JUL 23 DEED -6- A* 12.00 * 103.50