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

Address New Owner(s) As Follows:	Send Tax Bills To: BOOK 4262 PAGE 280	Map-Parcel Numbers:
(Name) Julius E. Curley	(Name)	Map. 82-10 Pac. 15
(Street Address or Route Number) 1307 Laurel St.	(Street Address) Same	
(City) (State) (Zip Code) Nashville Tenn.	(City) (State) (Zip Code)	pw

AUG21 CONV 83,000.00
AUG21 STAX A* 215.80
AUG21 PRTFEE A* .50
AUG21 RTDED A* 6.00 * 222.30

WARRANTY DEED

Land Disposition Parcel No. 64-IA

FOR AND IN CONSIDERATION OF the sum of Eighty Three Thousand and 00/100 Dollars, ($83,000.00) cash in hand paid to The Nashville Housing Authority by Julius E. Curley, 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 Julius E. Curley, the Grantee, his 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 parts of Foster Street, City Alley No. 310, as closed and abondoned by Metropolitan County Council Bill No. 64-257, and part of City Alley No. 310 closed and abondoned by City Council Bill No. 61-173, and parts of Lots No. 1 and 6 on the Plan of John Shelby Estate First Division, as of record in Plan Book 1, page 10, Chancery Court and part of Lot No. 1, Dennis Donivan Property, not of record, and parts of Lots Nos. 22, 23, 24, 25, 26, 27, 28 and 29 of the subdivision of the Cowan Property, not of record and other lands described together according to a copy of a survey by Barge, Waggoner & Sumner, Engineers, dated May 27, 1966, as follows:

BEGINNING at an iron pin in the easterly margin of Cowan Street, as widened, 70 feet South of the southerly margin of Foster Street, now closed, and abandoned by Metropolitan County Council Bill No. 64-257; thence with said margin of said Cowan Street, North 5° 46' East 530.96 feet to an iron pin; thence South 84° 14' East 205.20 feet to an iron pin in City Alley No. 310 as closed and abandoned by Metropolitan County Council Bill No. 64-257 and the westerly margin of the right-of-way of Interstate I-65; thence with said right-of-way, the following calls and distances: South 5° 51' West 152.31 feet; South 84° 06' East 64.90 feet; South 15° 11' East 111.50 feet; South 1° 01' East 209.25 feet; South 0° 23' 10" East 70.66 Feet to an iron pin; thence leaving said right-of-way, North 83° 37' West 342.05 feet to the point of beginning, containing 151,519 square feet, more or less.

BEING part of the same property conveyed to The Nashville Housing Authority by the following deeds: Alfred G. Rutherford, Clerk, of record in Book 3310, page 458; Reber Boult and wife, etal of record in Book 3133, page 117, as corrected in Book 3308, page 239; Sidney P. Rosenblum and wife, of record in Book 3315, page 617; Nettie Rosenblum, a widow, et al, of record in Book 3177, page 41; A. B. Pegram, of record in Book 3165, page 287; A. B. Pegram, of record in Book 3160, page 315; Annie W. Street, of record in Book 3283, page 70; Annie W. Street, of record in Book 3177, page 21; Perry Leon Williams, et al, of record in Book 3158, page 411; Leah Berss and husband, of record in Book 3158, page 177; Baylee S. Rosenblum, et al, of record in Book 3072, page 491, Jack Kleuver, unmarried, of record in Book 3221, page 237; Alfred G. Rutherford, Clerk, of record in Book 3460, page 442, Register's Office for Davidson County, Tennessee, and Metropolitan County Council Bill No. 64-257, Ordinance No. 61-173 of the City of Nashville closing that portion of City Alley No. 310 from north margin of Spring Street to the southerly margin of Foster Street.

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

And The Nashville Housing Authority, the Grantor, does covenant with the said Julius E. Curley, 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 Julius E. Curley, his 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 15th day of November, 19 67, 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) Easement for utilities as reserved in City Council Bill No. 61-173 closing City Alley No. 310 south of Foster Street and Metropolitan County Council Bill No. 67-257 closing Foster Street and City Alley No. 310 north of Foster Street.

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 2nd day of July, 1968.

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 2nd day of July, 1968.

_____
Notary Public

My Commission expires:
April 26, 1971

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 83,000.00.

_____
(Affiant)

Subscribed and sworn to before me, this the 21 day of August, 1968.

_____
(Notary Public)

My Commission expires:
5-5-71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
AUG 21 3 46 PM '68
IDENTIF. REFERENCE
A 10158