This instrument prepared by The Nashville Housing Authority, 701 So. 6th St., Nashville, Tenn.37206

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Numbers:
ARTHUR K. HELLERMANN (Name)	MURPHREE MORTGAGE COMPANY (Name)	Map 93-4
3509 West Burleigh (Street Address or Route Number)	226 Third Avenue, North (Street Address)	Parcel 102
Milwaukee, Wisconsin (City) (State) (Zip Code)	Nashville, Tennessee (City) (State) (Zip Code)	PW

WARRANTY DEED

Land Disposition Parcel No. 349-RE

BOOK 4269 PAGE 750

FOR AND IN CONSIDERATION of the sum of Eleven Thousand, Seven Hundred and 00/100---------- Dollars ($ 11,700.00) cash in hand paid to The Nashville Housing Authotity by Robert A. Utke, his heirs and assigns, in fee simple, subject to a life estate in Arthur K. Hellermann , 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 Robert A. Utke, his heirs and assigns, in fee simple, subject to a life estate in Arthur K. Hellermann , 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 Lots Nos. 1 to 10, both inclusive, parts of Lots Nos. 11, 12 and 13, Lots Nos. 14 to 21, both inclusive, a part of South Eighth Street (which was originally Lot No. 11 and a part of Lot Nos. 13 on the Plan) and a 20 foot alley (No. 452½) running eastwardly from South Seventh Street, both of which are now closed by Ordinance No. 62279 of record in Minute Book 15, page 40, Office of the Metropolitan Clerk, of Block "F" on the Plan of D. B. Cooper's Addition to East Nashville, as of record in Book 57, page 154, Register's Office of Davidson County, Tennessee and described toegther according to a survey made by Barge, Waggoner & Sumner, Engineers, on April 9, 1962, and revised September 6, 1968, as follows:

BEGINNING on the southeast intersection of Lenore (formerly Hunter or Grover) Street and South Seventh Street; thence with southerly margin of Lenore Street, North 65° 07' East 576.89 feet to a point at the beginning of a slight curve; thence with said curve with a radius of 135.00 feet in an easterly direction of 58.98 feet to an iron pin set in the westerly margin of a proposed 16 foot alley shown on said survey; thence with the westerly margin of said proposed alley, South 6° 56' West 183.11 feet to an iron pin in the southwest terminus of said proposed alley; thence with the southerly terminus of same South 83° 20' East 16.00 feet to a point; thence South 6° 56' West, 168.68 feet to an iron pin in the northerly margin of Glenview Drive, formerly Crutcher Street; thence with the northerly margin of Glenview Drive, South 65° 07' West 459.02 feet to the northeast intersection of Glenview Drive and South Seventh Street; thence with the easterly margin of South Seventh Street, North 25° 27' West 320.00 feet to the beginning

BEING the same property conveyed to The Nashville Housing Authority by deeds from parties as follows: Alfred G. Rutherford, Circuit Court Clerk, of record in Book 3612, page 154; Sadie Ruthlas Green, et al, of record in Book 3075, page 99; Frank Bush, et al, of record in Book 3034, page 20; Joe E. Torrence and wife, of record in Book 3033, page 171; Harry B. Dyer and wife, of record in Book 3033, page 625; E. C. Duke and wife, of record in Book 3068, page 21; Mary Elizabeth Wilson Cason, et al, of record in Book 3186, page 9; Edna Hunnicutt Cason, et al, of record in Book 3168, page 65; John F. Willard and wife, of record in Book 3032, page 89; Earby Taylor and wife, of record in Book 3129, page 175; Sam Karr and wife, of record in Book 3033, page 301; Alfred G. Rutherford, Circuit Court Clerk of record in Book 3310, page 396; Floyd L. Smith and wife, of record in Book 3072,page 577; J. D. Bundy and wife, of record in Book 3033, page 127 and Book 3612, page 389; J. R. King and wife, of record in Book 3130, page 411; Alfred G. Rutherford, Circuit Court Clerk, of record in Book 3251, page 490; T. H. Womack and wife, of record in Book 3129, page 171, All in the Register's Office of Davidson County, Tennessee, and by Ordinance No. 62279 above mentioned.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Robert A. Utke, his heirs and assigns, in fee simple, subject to a life estate in Arthur K. Hellermann, his heirs and assigns, ("its successors and assigns" if a corporation), forever.

And The Nashville Housing Authority, the Grantor, does covenant with Robert A. Utke, his heirs and assigns, in fee simple, the said subject to a life estate in Arthur K. Hellermann, 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 Robert A. Utke, his heirs and assigns, in fee simple, subject to a life estate in Arthur K. Hellermann, 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 8th day of August, 19 68, 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) All utility easements indicated on survey prepared by Barge Waggoner & Sumner, Engineers, dated April 9, 1962, as revised September 6, 1968.

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 9th day of September, 1968.

THE NASHVILLE HOUSING AUTHORITY

By T. Scott Fillebrown
Chairman

(SEAL)

ATTEST:

Gerald Gimre
Secretary

SEP 18 1 52 PM '68
FELIX Z. HELSON JR. REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE A 13466

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 9th day of September, 1968.

B. W. Howard
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 $ 11,700.00.

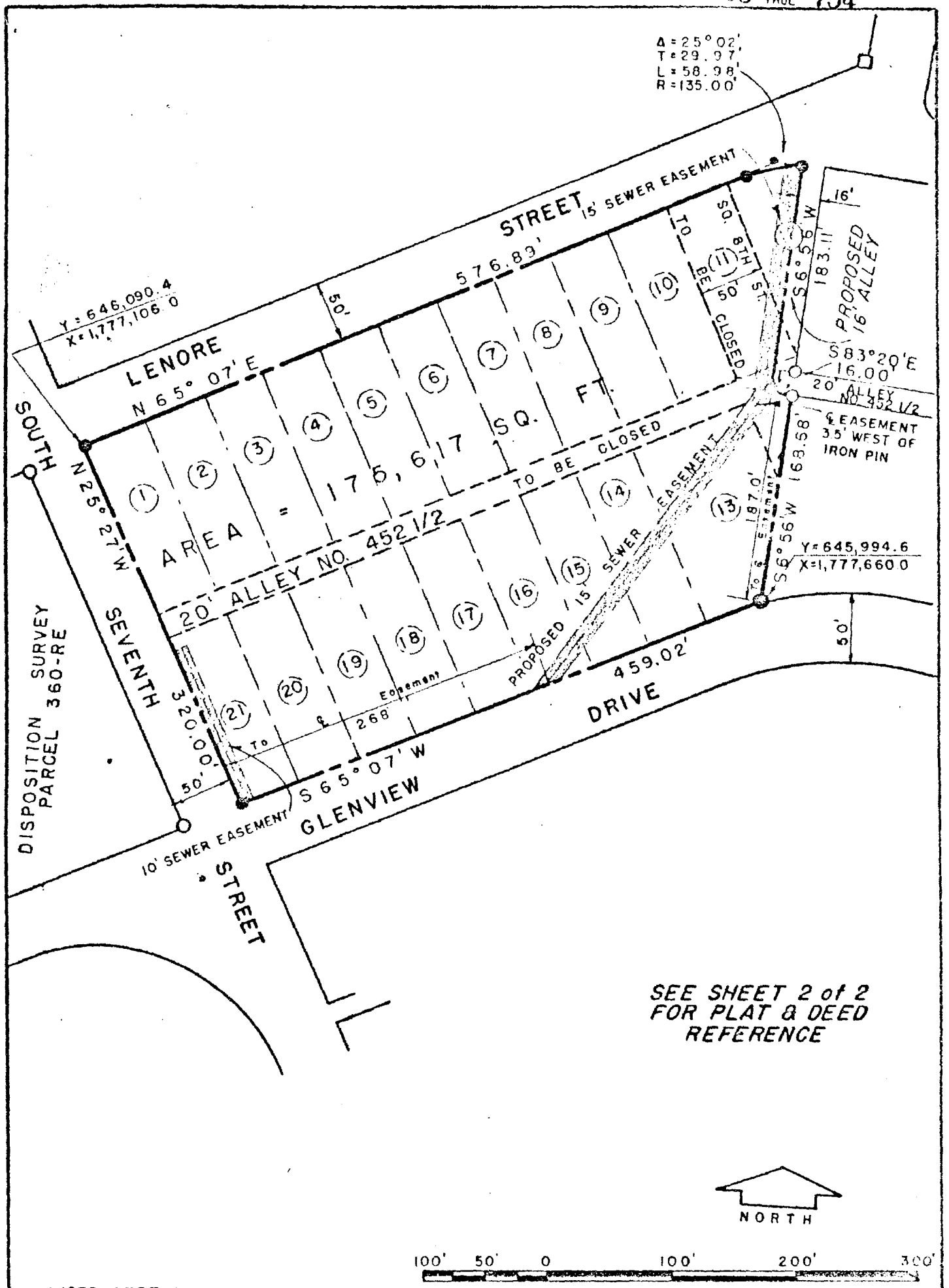
Arthur K. Hellermann
(Affiant)

Subscribed and sworn to before me, this the 17th day of September 1968.

Jo Carol Smith
(Notary Public)

My Commission expires:
April 26, 1971

SEP 18	CONV	11,700.00			
SEP 18 S'TAX			A*	30.42	
SEP 18 PR'FEE			A*	.50	
SEP 18	W'DEED		A*	7.50	* 38.42



SEE SHEET 2 of 2 FOR PLAT & DEED REFERENCE

NORTH

100' 50' 0 100' 200' 300'

REVISED SEPT. 6, 1968

LEGEND
- ☐ CONCRETE MONUMENT (EXISTING)
- ○ IRON PIN (EXISTING)
- ■ CONCRETE MONUMENT THIS SURVEY
- ● IRON PIN THIS SURVEY

NOTES
1. COORDINATES ARE TENN. STATE GRID SYSTEM.
2. REFERENCE POINTS BY PREVIOUS SURVEYS.

CERTIFICATE
WE CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT TO THE BEST OF OUR KNOWLEDGE & BELIEF
BARGE, WAGGONER & SUMNER, ENGRS
BY: [signature]
DATE 7/17/68

PROPERTY MAP
DISPOSITION SURVEY — PARCEL 349-RE
PART CENSUS TRACT 32 — BLOCK 27 A

EAST NASHVILLE URBAN RENEWAL AREA
PROJECT TENN. R-13
THE NASHVILLE HOUSING AUTHORITY
NASHVILLE TENNESSEE