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:
DIOCESAN PROPERTIES, INC. (Name)	GUARANTY MORTGAGE CO. OF NASHVILLE (Name)	
316-318 Union Street (Street Address or Route Number)	316-318 Union Street (Street Address)	Map. 82-8 Pcl. 44
Nashville, Tennessee 37219 (City) (State) (Zip Code)	Nashville, Tennessee 37219 (City) (State) (Zip Code)	Map. 82-12 Par. 19-59 Pd

WARRANTY DEED

Land Disposition Parcels Nos. 166-RE and 508-RE

BOOK 4270 PAGE 188

FOR AND IN CONSIDERATION of the sum of Fifty Four Thousand, Fifty Two and 67/100---------- Dollars ($ 54,052.67) cash in hand paid to The Nashville Housing Authotity by DIOCESAN PROPERTIES, 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 DIOCESAN PROPERTIES, 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:

Tract I (Parcel 166-RE)

BEING Lots Nos. 109, 110, 111 and part of Lots Nos. 107, 108, 139, 140 and 141, on the Plan of Bransford Realty Company's Subdivision of the McWhirter Tract and Love-McFerrin Tract, as of record in Book 421, page 52, Register's Office for Davidson County, Tennessee; and Lots Nos. 203, 204, 205, 206, 208, 209, 210, 211, 212 and parts of Lots Nos. 181, 207, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222 and 223 on the Plan of Neill S. Brown's East Nashville Plan, as of record in Book 57, page 50, Register's Office for Davidson County, Tennessee, and parts of North 8th Street, Marina Street, Neill Avenue, City Alley No. 718, a 12 foot unnumbered alley lying immediately north of Marina Street extending from the easterly margin of North 8th Street and the westerly margin of a 12 foot alley, described together according to a copy of a survey by Barge, Waggoner & Sumner, Engineers, dated July 5, 1968, revised September 5, 1968, as follows:

BEGINNING at a concrete monument in the center of Marina Street, closed, and the westerly margin of Neill Avenue; thence with said margin of Neill Avenue, as relocated, South 7° 16' West 144.70 feet to a concrete monument at the beginning of a slight curve to the left having a radius of 125.0 feet; thence southeastwardly with said curve, 69.81 feet to a concrete monument in the original west margin of Neill Avenue; thence with said margin of Neill Avenue, South 24° 44' East 0.18 feet to a concrete monument; thence leaving same South 65° 08' West 190.00 feet to a concrete monument in the west margin of City Alley No. 718; as widened; thence with the westerly margin of same South 24° 44' East 485.02 feet to a concrete monument at the beginning of a curve to the right having a radius of 15.0 feet ; thence around said curve southwestwardly 23.53 feet to a concrete monument in the north margin of Smiley Street; thence with the north margin of same South 65° 08' West 125.51 feet to a concrete monument at the beginning of a curve to the right having a radius of 25.0 feet; thence with said curve northwestwardly 39.39 feet to a concrete monument in the east margin of North Eighth Street; thence with the margin of same, North 24° 36' West 337.99 feet to a concrete monument at the beginning of a curve to the left having a radius of 50.0 feet; thence with said curve northwestwardly 52.36 feet to a concrete monument in the center of North Eighth Street, closed; thence with the center line of said closed Street, North 24° 36' West 486.39 feet to a concrete monument; thence North 37° 05' East 299.03 feet to a concrete monument in the westerly margin of North Eighth Street, closed, and the southerly margin of a proposed street at the beginning of a curve to the right having a radius of 50.0 feet; thence with said curve, eastwardly 78.55 feet to a concrete monument at the beginning of a curve to the right having a radius of 100.0 feet; thence with said curve northeastwardly 95.91 feet to a concrete monument at the beginning of a slight curve to the right; thence with same eastwardly 43.81 feet to a concrete monument;

thence South 83° 25' East 9.39 feet to a concrete monument in the westerly margin of an alley; thence with the margin of same, South 7° 16' West 250.67 feet to a concrete monument in the center of Marina Street, closed; thence South 82° 36' East 161.99 feet to the point of beginning.

Tract II (Parcel No. 508-RE)

BEING parts of Lots 1 through 6 of Bransford Realty Company's Subdivision of the Love-McFerrin Tract, as of record in Book 421, page 114, said Register's Office, and parts of Lots Nos. 37, 38, 39, 95 through 103, and 112 through 118 and all of Lots Nos. 26 through 36 and 40 through 49 of Bransford Realty Company Subdivision of the McWhirter Tract and Love-McFerrin Tract, as of record in Book 421, page 52, Register's Office for Davidson County, Tennessee, and parts of North 8th Street, closed; Neill Avenue, closed; and City Alley No. 717½, closed, described together according to a copy of a survey made by Barge, Waggoner & Sumner, Engineers, dated July 5, 1968, revised September 5, 1968, as follows:

BEGINNING at a concrete monument in the east line of Lot No. 37 and the westerly margin of North 9th Street; thence with the west margin of North 9th Street South 7° 16' West 482.78 feet to a concrete monument at the southeast corner of Lot No. 26; thence north 83° 28' West 312.02 feet to a concrete monument in the east margin of Neill Avenue; thence crossing same South 83° 40' West 51.45 feet to a concrete monument in the west margin of Neill Avenue; thence North 83° 25' West 170.01 feet to a concrete monument in the westerly margin of City Alley No. 718, as widened; thence with the westerly margin of same, as widened, South 7° 16' West 540.41 feet to a concrete monument at or near the southeast rear corner of Lot No. 103; thence North 62° 04' West 293.93 feet to a concrete monument in the southeasterly margin of Ellington Parkway (proposed); thence with the margin of same, North 27° 56' East 44.00 feet to a concrete monument; thence North 28° 45' 38" East 211.85 feet to a concrete monument at the beginning of a curve to the right having a radius of 1,470.00 feet; thence with said curve northeastwardly 352.59 feet to a concrete monument; thence North 42° 30' 12" East 494.19 feet to a concrete monument in the north line of Lot No. 38; thence leaving said Ellington Parkway and with the northerly lines of Lots 38 and 37, South 83° 28' East 244.54 feet to a concrete monument at the beginning of a curve to the right having a radius of 17.0 feet; thence around said curve southeastwardly 26.92 feet to a concrete monument in the westerly margin of North 9th Street, the point of beginning.

BEING the same and part of the same property conveyed to The Nashville Housing Authority by the following deeds: by deed from H. C. Crockett and wife, as of record in Book 3371, page 275; by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3830, page 135; by deed from William Bowman, Jr., as of record in Book 3128, page 119; by deed from Edwin B. Raskin and wife, as of record in Book 3071, page 241; by deed from Virgil Petway and wife, as of record in Book 3974, page 431; by deed from Walter Henry Pointer, Jr., and wife, as of record in Book 3976, page 326; by deed from William Bowman and wife, as of record in Book 3128, page 121; by deed from Sidney Averbuch, et al, as of record in Book 3131, page 481; by deed from James Aron Smartt and wife, as of record in Book 3104, page 209; by deed from Joe S. Branch and wife, as of record in Book 3130, page 15; by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3317, page 252; by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3647, page 470; by deed from John E. Vance and wife, as of record in Book 3132, page 318; by deed from Samuel Beard and wife, as of record in Book 3101, page 357; by deed from James E. Webb and wife, as of record in Book 3130, page 435; by deed from Jessie McClaren, as of record in Book 3128, page 150; by deed from Dennis W. Summers and wife, et al, as of record in Book 3503, page 131; by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3311, page 530; by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3763, page 174; by deed from Hiram Waller, as of record in Book 3165, page 513; by deed from City of Nashville, as of record in Book 3531, page 361; by deed from Phillip N. Martin and wife, as of record in Book 3219, page 225; by deed from Homer McEwen and wife, as of record in Book 3181, page 67; by deed from Ethel Neal, as of record in Book 3184, page 530; by deed from Prince Woolfolk and wife, as of record in Book 3182, page 530; by deed from Larry Walton, Jr., and wife, as of record in Book 3129, page 541; by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3647, page 498; by deed from Othe C. Kendrick and wife, as of record in Book 3182, page 503; by deed from Robert E. Frierson, et al, as of record in Book 3179, page 429; by deed from Morris Levine, Trustee, as of record in Book 3177, page 183; by deed from Annette Matthews, as of record in Book 3181, page 116; by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3647, page 434; by deed from J. T. Minor and wife, as of record in Book 3224, page 284; by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3311, page 518; by deed from Wallace Willhite Davis and wife, as of record in Book 3183, page 619; by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3339, page 496; by deed from Alice Gee Odie, et al, as of record in Book 3222, page 314; by deed from Margaret King, as of record in Book 3103, page 141; by deed from John E. Abston and wife, as of record in Book 3104, page 236; by deed from John H. Blair and wife, as of record in Book 3130, page 369; by deed from Jessie Lawrence, as of record in Book 3165, page 495; by deed from Jimmy Threat, Jr., as of record in Book 3165,

page 343; by deed from E. M. Jordan, et al, as of record in Book 3253, page 527; by deed from Robert Lee Andrews and wife, as of record in Book 3166, page 627; by deed from O. C. Will Lee and wife, as of record in Book 3177, page 235; by deed from J. H. Waddell and wife, as of record in Book 3341, page 272; by deed from M. L. Dabney and wife, as of record in Book 3166, page 635; by deed from Frank Finkelstein and wife, as of record in Book 3182, page 502; by deed from Edith Lewis, et al, as of record in Book 3129, page 557; by deed from Earline Taylor, et al, as of record in Book 3160, page 236; by deed from Julia L. Mallernee, a widow, as of record in Book 3184, page 532; by deed from Fredie L. Brown, as of record in Book 3184, page 520; by deed from James W. Simmons and wife, as of record in Book 3221, page 239; by deed from Mrs. C. Belle Carney, et al, Trustees of the Church of God in Christ, as of record in Book 3160, page 605; by deed from L. C. Anderson and wife, as of record in Book 3130, page 393; by deed from Ernest J. Gooch, as of record in Book 3129, page 601; by deed from George F. Merrell and wife, as of record in Book 3104, page 201; by deed from Alfred G. Rutherford, Clerk of the Circuit Court, as of record in Book 3339, page 306; by deed from Charlie Batson, and wife, as of record in Book 3130, page 11; by deed from Jack J. Cohen, et al, as of record in Book 3134, page 441; by deed from Frank Carroll and wife, as of record in Book 3221, page 227; by deed from Hannah Kirshner, as of record in Book 3406, page 447; by deed from Robert McCullough, et al, as of record in Book 3222, page 237; by deed from Alice Walker, as of record in Book 3226, page 195; by deed from Ennies Brown and wife, as of record in Book 3254, page 126; by deed from William Martin and wife, as of record in Book 3130, page 415; by deed from A. G. Thomas, Jr., and wife, as of record in Book 3129, page 529, and by Ordinance No. 64-257, of the Ordinances of the Metropolitan Government of Nashville and Davidson County, Tennessee.

SEP 19[illegible]	CONV	51,052.67			
SEP 19[illegible]	S'TAX		A* 140.66		
SEP 19[illegible]	PR'FEE		A* .50		
SEP 19[illegible]	W'DEED		A* 9.00	*	150.16

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

And The Nashville Housing Authority, the Grantor, does covenant with the said Diocesan Properties, 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 Diocesan Properties, Inc., 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 1st day of July, 1968, 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 easements for access, utilities and alleys, indicated on surveys of Disposition Parcels Nos. 166-RE and 508-RE prepared by Barge, Waggoner & Sumner, Engineers, dated July 5, 1968, as revised September 5, 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 16th day of September, 1968.

THE NASHVILLE HOUSING AUTHORITY

By _____
Chairman

(SEAL)

ATTEST:

_____
Acting Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, B. W. Howard Notary Public within and for the State and County aforesaid, personally appeared T. Scott Fillebrown, Jr. and Charles W. Hawkins, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the Chairman and Acting 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 Charles W. Hawkins as such Acting Secretary.

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN. SEP 19 12 30 PM '68 IDENTIF. REFERENCY

A 13654

WITNESS my hand and official seal at office at Nashville, Tennessee, on this the 18th day of September, 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 $ 54,052.67.

_____
(Affiant)

Subscribed and sworn to before me, this the 19th day of September, 1968.

_____
(Notary Public)

My Commission expires:
April 25, 1970.