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:
Same	Container Corp. of America	Map 82-11
(Name)	(Name)	Par. 85
	38 S. Dearborn St	
(Street Address or Route Number)	(Street Address)	
	Chicago Ill	
(City) (State) (Zip Code)	(City) (State) (Zip Code)	

45983 7 IDENTIF. REFERENCE Nov 7 11 56 AM 69 FEE $ REGISTER DAVIDSON COUNTY, TENN.

BOOK 4377 PAGE 965

WARRANTY DEED

Land Disposition Parcel No. 167-IA

FOR AND IN CONSIDERATION of the sum of Fifteen Thousand and 00/100----------

---------- Dollars ($15,000.00)

cash in hand paid to The Nashville Housing Authotity by Container Corporation of America ----------, 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 Container Corporation of America ----------, 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:

BEING parts of Lots Nos. 20, 35 and 36 and part of Lonely Street and Marks Street, as closed by Bill No. 64-257, in the Clerk's Office of Metropolitan Government of Nashville and Davidson County, Tennessee, on the Plan of Wetmore's Union Bank Property, as of record in Book 161, page 91, Register's Office of Davidson County, Tennessee, and Lots called Nos. 66 and 67 and property adjoining same as shown on St. Alban's Plan of record in Book 21, page 37, said Register's Office and in Plan Book 2, page 18, Chancery Court at Nashville and described together according to a survey made October 18, 1967, by Barge, Waggoner & Sumner, Engineers, as follows:

BEGINNING at an iron pin in the southerly margin of Foster Street in the easterly margin of the L & N Railroad right of way and running with the southerly margin of Foster Street as follows: South 82° 40' East 132.81 feet to an iron pin; thence along a curve to the right having a radius of 100 feet a distance of 84.11 feet to an iron pin; thence along a curve to the left having a radius of 50.00 feet a distance of 82.49 feet to an iron pin in the westerly right of way of Ellington Parkway; thence with the westerly right of way line of same as follows: South 51° 00' West 700.01 feet to a concrete monument and thence South 42° 10' West 158.98 feet to an iron pin in the easterly margin of L & N Railroad right of way; thence with the easterly margin of same along a curve to the left having a radius of 818.51 feet a distance of 143.87 feet to an iron pin and thence North 29° 57' East 589.44 feet to the point of beginning.

BEING the same and part of the same property conveyed to The Nashville Housing Authority by the following deeds: Alfred G. Rutherford, Clerk, of record in Book 3647, page 478; Book 3672, page 245; Book 3375, page 8; Book 3460, page 406, and Book 3962, page 426, and from Mary Jane Clayton Pate, et al, of record in Book 3370, page 205, Register's Office for Davidson County, Tennessee, and by Metropolitan Bill No. 64-257.

NOV-7	CONV	15,000.00			
NOV-7 S'TAX			B*	39.00	
NOV-7 PR'FEE			B*	.50	
NOV-7	W'DEED		B*	6.00	* 45.50

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

And The Nashville Housing Authority, the Grantor, does covenant with the said Container Corporation of America, 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 Container Corporation of America, 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 9th day of July, 19 69, 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 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 Urban Renewal 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)_____

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 24th day of September, 1969.

THE NASHVILLE HOUSING AUTHORITY

By _____
Chairman

(SEAL)

ATTEST:

_____
Acting 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 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 Acting 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.

WITNESS my hand and official seal at office at Nashville, Tennessee, on this the 24th day of September, 1969.

_____
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 $15,000.00.

_____
(Affiant)

Subscribed and sworn to before me, this the 24th day of Sept., 1969.

_____
(Notary Public)

My Commission expires:
April 26, 1971