PREPARED BY METROPOLITAN GOVERNMENT
LEGAL DEPARTMENT
PUBLIC PROPERTY DIVISION
ROOM 100, COURTHOUSE

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WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Metropolitan Government	Same	Map 105-5
(NAME:) Public Square	(NAME:)	Parcel 507 B
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	
(CITY) (P. O. ZONE) 37201 (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Thirteen Thousand, Two Hundred and 00/100 ($13,200.00) - *DOLLARS* cash in hand paid to The Metropolitan Government of Nashville and Davidson County, Tennessee, by the South Street Community Center, a nonprofit general welfare corporation organized and existing under and pursuant to the laws of the State of Tennessee, the receipt of which is hereby acknowledged, The Metropolitan Government of Nashville and Davidson County, Tennessee, a municipal corporation created by Charter adopted in referendum on June 28, 1962, in conformity with Tennessee Code Annotated § 6-3701, et sequitur, and pursuant to the constitutional power granted by Article XI, section 9, of the Constitution of the State of Tennessee, as amended, acting by and through its duly elected officers who are authorized so to do by Ordinance No. 69-1006 of its legislative council, has

have bargained and sold, and by these presents do transfer and convey unto the said South Street Community Center, the Grantee, its successors *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Being Lot No. 1 on the Plan of Edgehill Estates, Section I, as of record in Book 4060, page 188, Register's Office for said County, and described according to a plan recorded May 20, 1969, made by Barge, Waggoner and Sumner, Engineers, as follows:

Said Lot No. 1 fronts 303.43 feet on the southerly side of Edgehill Avenue and extends back 261.14 feet on its easterly line and 256.16 feet on its westerly line along the easterly margin of a Pedestrian Walkway or Tenth Avenue, South, to the northerly margin of Vernon Avenue, as closed by City Ordinance No. 69-781, and measures 293.74 feet thereon.

Being the same property conveyed to The Metropolitan Government of Nashville and Davidson County by deed from The Nashville Housing Authority of record in Book 4391, page 451, said Register's Office.

This conveyance is made subject to the following covenants and restrictions:

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 grantee and all subsequent purchasers, owners, lessees and successors in interest set forth in the deed conveying said property to the Metropolitan Government as of record in Book 4391, page 451, in the Register's Office for Davidson County, Tennessee, which are specifically made a part hereof by reference as though fully and completely set out herein.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $13,200.00

Affiant

Subscribed and sworn to before me, this the 16th day of Jan. 1970

Notary Public

My commission expires: 7-26-1971
(Affix Seal)

B. The within described property is hereby conveyed subject to an agreement between the South Street Community Center and The Metropolitan Government of Nashville and Davidson County dated February 27, 1969, whereby the South Street Community Center agrees to perform certain services until the expiration of the twenty-year period as set out in the agreement. If said agreement is breached prior to the expiration date, this property shall revert to, and fee simple title thereto shall revest in, the said Metropolitan Government of Nashville and Davidson County, together with all appurtenances thereto.

C. It is understood and agreed that the grantee may mortgage or place a lien against the above-described property, provided said mortgage is for a bona fide consideration and has been placed on the land for more than three (3) years prior to the expiration of the twenty-year period as set out in said agreement.

MAR-9[illegible]	CONV	13,200.00				
MAR-9[illegible] S'TAX			A*	34.32		
MAR-9[illegible] PR'FEE			A*	.50		
MAR-9[illegible]	W'DEED		A*	4.50	*	39.32

unimproved ( )
This is improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said South Street Community Center, its successors ..... *heirs and assigns, forever.*

And grantor*es* *do covenant with the said* South Street Community Center, ... *that* it is ..... *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered,* except for those easements shown on Subdivision Plat recorded in Book 4060, page 188, of the Register's Office for Davidson County, Tennessee.

And The Metropolitan Government of Nashville and Davidson County does *do further covenant and bind* itself, its successors and assigns, ~~heirs and representatives~~, *to warrant and forever defend the title to the said land to the said* South Street Community Center, its successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

~~*Witness hand this day of , 19 , the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*~~

IN WITNESS WHEREOF, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, has caused this instrument to be executed by the Mayor, duly authorized in Metropolitan County Council Resolution No. 69-1006, so to act on its behalf, this 20th day of January, 1970.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

By: Beverly Briley
Beverly Briley, Mayor

Approved as to Form and Legality:

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Assistant Metropolitan Attorney

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, M. F. Himes, *a Notary Public in and for said County and State, the within named* Beverly Briley, Mayor, Metropolitan Government of Nashville & Davidson County, Tennessee

the bargainor....., with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, *Tennessee, this* 20th *day of* January, *19* 70.

M. F. Himes, *Notary Public.*

Commission Expires November 20, 1972.

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State, the within named*.....

the bargainor....., with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., *this*.....

day of....., *19*.....

....., *Notary Public.*

Commission Expires.....

FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
MAR 25 PM '70
IDENTIF. REFERENCE
A 70600

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, M F Himes, *a Notary Public of the State and County aforesaid, personally appeared* Beverly Briley, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* the Mayor of The Metropolitan Government of Nashville and Davidson County, Tennessee, *the within named bargainor, a corporation, and that* he *as such* Mayor, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* such Mayor.

Witness my hand and seal, at office in Nashville, Tennessee
this 20th *day of* January, *19* 70.

M. F. Himes
Notary Public

Commission Expires Nov. 20, 1972