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:
The Cain Sloan Company	The Cain Sloan Company	Map. 105-6
(Name)	(Name)	
Fifth and Church	Fifth and Church	Par. 215
(Street Address or Route Number)	(Street Address)	
Nashville, Tennessee 37219	Nashville, Tenessee 37219	
(City) (State) (Zip Code)	(City) (State) (Zip Code)	
		PW

WARRANTY DEED BOOK 4466 PAGE 158

Land Disposition Parcel No. 93-IA

FOR AND IN CONSIDERATION of the sum of Two Hundred Forty Five Thousand Seven Hundred and 00/100---------- Dollars ($ 245,700.00) cash in hand paid to The Nashville Housing Authority by The Cain-Sloan Company _____, 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 The Cain-Sloan Company, a Tennessee corporation _____, 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:

Land in Davidson County, Tennessee, being Edgehill Estates, Section 27, as of record in Book 4350, page 159, Register's Office for said County, described as follows:

BEGINNING at a monument in the southerly margin of Chestnut Street, at the northeast corner of the land herein described; thence leaving said Street, south 7° 49' west 641.50 feet to a monument in the northerly margin of Merritt Street; thence with the margin of said Street, westerly 182.51 feet to an iron pin in the beginning of a curve; thence around said curve, southwesterly 140.23 feet to a point in the beginning of a curve; thence around said curve, northwesterly 44.22 feet to a point in the easterly margin of Ridley Boulevard; thence with the margin of said Boulevard, north 11° 08' west 65.04 feet to the point of a curve; thence along said curve, northerly 132.30 feet to a concrete monument thence continuing with Ridley Boulevard, north 7° 49' east 382.69 feet to an iron pin in the beginning of a curve; thence around said curve, northeasterly 31.34 feet to an iron pin in the southerly margin of Chestnut Street; thence with the margin of the same, north 79° 39' east 114.56 feet to an iron pin in the beginning of a curve; thence along said curve, easterly 156.73 feet to an iron pin; thence continuing with said Street, south 85° 23' east 115.66 feet to the point of beginning, containing 245,475 square feet, more or less.

Being part of the same property conveyed to The Nashville Housing Authority by deed from Edgar Patrick Malone and wife, as of record in Book 4293, page 479; by deed from Arthur Stephens and wife, as of record in Book 4049, page 227; by deed from William A. Scott and wife, as of record in Book 4043, page 547; by deed from Ernest Eugene Birdwell, unmarried, as of record in Book 4099, page 905; by deed from William T. Lovell and wife, as of record in Book 4067, page 453; by deed from George L. Rooker, Clerk of the Circuit Court, as of record in Book 4394, page 119; by deed from George L. Rooker, as of record in Book 4450, page 479; by deed from Laura Tomlin, as of record in Book 4270, page 884; by deed from Edna L. Lauper, et al, as of record in Book 4048, page 362; by deed from

(Continued) BOOK 4466 PAGE 159

James A. Owens and wife, as of record in Book 4383, page 408; by deed from George L. Rooker, Clerk of the Circuit Court, as of record in Book 4367, page 717; by deed from George Rooker, Clerk of the Circuit Court, as of record in Book 4309, page 978; by deed from Bedford Johnson Meadows and wife, as of record in Book 4192, page 908; by deed from Willard H. Melton and wife, as of record in Book 4364, page 667; by deed from Jesse D. Farrell, Jr. and wife, as of record in Book 4186, page 32; by deed from George L. Rooker, Clerk of the Circuit Court, as of record in Book 4310, page 34; by deed from George Rooker, Clerk of the Circuit Court, as of record in Book 4284, page 812; by deed from John A. Giansante and wife, as of record in Book 4221, page 856; by deed from Dorothy E. Lane, et al, as of record in Book 4243, page 584; by deed from W . J. Lane, Jr. and wife, as of record in Book 4213, page 858; by deed from Theodore Darrow, unmarried, as of record in Book 4248, page 409; by deed from Roy A. Larzelere and wife, as of record in Book 4133, page 854; by deed from J. D. Covington and wife, as of record in Book 4208, page 397; by deed from George L. Rooker, Clerk of the Circuit Court, as of record in Book 4368, page 875; by deed from Marie Jenelle McClarey, as of record in Book 4225, page 627; by deed from Henry L. Riley and wife, as of record in book 4220, page 307; by deed from E. E. Davis and wife, as of record in Book 4165, page 267; by deed from Tommy Fritz Hunt and wife, as of record in Book 4079, page 306; by deed from Marvin Larry Lanier and wife, as of record in Book 4252, page 201; by deed from John L. DePriest and wife, as of record in Book 4227, page 327; by deed from Mary Steimle, as of record in Book 4109, page 366; by deed from L. C. Clinton and wife, as of record in Book 4398, page 780; and by deed from George L. Rooker, Clerk of the Circuit Court, as of record in Book 4394, page 125; and by virtue of City Ordinance No. 70-1093 of the Ordinances of the Metropolitan Government of Nashville and Davidson County, a certified copy in Book 4415, page 62, in said Register's office.

A 99043

T
IDENTIF. REFERENCE

DEC 11 3 13 PM '70

FEE REGISTER
DAVIDSON COUNTY, TENN.

DEC 11 70	CONV	*	.@ 245,700 00		
DEC 11 70	S'TAX		A* 638.82		
DEC 11 70	PR'FEE		A* .50		
DEC 11 70	W'DEED		A* 10.50	*	649.82

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said The Cain-Sloan Company, its successors and assigns, forever.

And The Nashville Housing Authority, the Grantor, does covenant with the said The Cain-Sloan Company, 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 The Cain-Sloan Company, its successors and assigns, against the lawful claims of all persons, whomsoever, and The Nashville Housing Authority, the Grantor, and The Cain-Sloan Company, the Grantee further bind themselves as follows:

1. GENERAL COVENANTS:

A. The Grantee agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Property, or any part thereof, will be devoted to, and only to and in accordance with, the uses specified in the Urban Renewal Plan, and the Contract for Sale of Land entered into between the parties hereto, for the purchase and redevelopment of the Property, dated the 29th day of July, 1970, which is specifically made a part hereof by reference as though fully and completely set out herein, provided, however, that the foregoing covenant shall remain in effect from the date of this Deed until the expiration of the periods specified or referred to in the Urban Renewal Plan, or until such dates thereafter to which it may be extended by proper amendment of the Urban Renewal Plan, on which dates, as the case may be, such covenant shall terminate.

B. 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 Section C of the Urban Renewal Plan for the Edgehill Urban Renewal Project, Tenn. R-69 of record in Book 4220, page 723, in the Register's Office of Davidson County, Tennessee, which are specifically made a part hereof by reference, as though fully and completely set out herein.

C. This parcel of land, described herein, is located in an area designated by the Urban Renewal Plan for the Edgehill Urban Renewal Project, Tenn. R-69 for use as Industrial and this conveyance is specifically made subject to the restrictions, terms and conditions of the said Plan. R. P. Map No. 2, known as the "Land Use Plan" is an excerpt from the Plan and is recorded, for reference purposes, in the office of the Metropolitan Clerk, said Map being specifically made a part hereof by reference as though fully and completely set out herein.

D. 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 for Sale of Land entered into the 29th day of July, 1970, by Grantor and Grantee compliance with which by Grantee shall be evidenced by a "Certificate of Completion" from the Grantor to that effect issued to the Grantee and recorded in the Register's Office of Davidson County, Tennessee.

"The Certificate of Completion" issued by the Grantor shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the Grantee, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof.

The Grantee for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, agrees to promptly begin and diligently prosecute to completion the redevelopment of the Property, and that such construction or redevelopment shall in any event be begun within the period specified in Section 4 of Part I of said Contract for Sale of Land and be completed within the period specified in said Section 4 of Part I. It is intended and agreed that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Grantor and enforceable by the Grantor against the Grantee and its successors and assigns to or of the Property or any part thereof or any interest therein.

In the event of any default, failure, violation, or other actions or inaction by the Grantee, subsequent to this conveyance from the Grantor and prior to the issuance and recording of the "Certificate of Completion", to remedy, end, or abrogate such default, failure, violation, or other action or inaction, specified in subdivisions (a), (b), and (c) of Section 704 of Part II of said Contract for Sale of Land, the Grantor at its option may declare a termination in favor of the Grantor, of the title, and of all the rights and interest in and to the Property shall revert to the Grantor in accordance with and in the manner specified in said Contract for Sale of Land. Said subdivisions list, in part, non-compliance acts pertaining to the construction of improvements, failure to pay or have released liens or encumbrance, and violations pertaining to the transfer of the Property or change in the ownership or distribution of the stock of the Grantee.

E. The Grantee agrees for itself, its successors and assigns, and every successor in interest to the Property, 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 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, all provisions of Sections 1-A, 1-B, 1-C, 1-D, 1-E and 1-E(1), it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the covenants provided in said Sections hereof, and the United States shall be deemed a beneficiary of the Covenant provided in Section 1-E(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-E(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 or 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 as shown on the subdivision plat known as Edgehill Estates, Section 27, as of record in Book 4350, page 159. A 20 foot utility easement more particularly described in an instrument of record in Book 4464, page 506, in said Register's Office.

By the acceptance of delivery of this Deed, Grantee accepts these restrictions,

terms and conditions.

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 11th day of December, 1970.

THE NASHVILLE HOUSING AUTHORITY

By H. B. Grauch
Chairman

(SEAL)

ATTEST:

Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 4466 PAGE 164

Before me, B. W. Howard, a Notary Public within and for the State and County aforesaid, personally appeared H. B. Crouch and Jack D. Herrington, 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 H. B. Crouch as such Chairman, and attesting the same by the said Jack D. Herrington as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee, of this the 11th day of December, 1970.

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 $245,700.00.

Joseph Martin, Jr.
(Affiant) Attorney

Subscribed and sworn to before me, this the 11th day of December 1970.

Madeline C. Brunner
Notary Public
Madeline C. Brunner

My Commission Expires:
My Commission Expires March 18, 1973