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 Metropolitan Government of Nashville and Davicson County, Tenn.		Map 82-11
(Name)	(Name)	
Metropolitan Courthouse - Public Square		Par. 44
(Street Address or Route Number)	(Street Address)	
Nashville Tenn. 37201		mp
(City) (State) (Zip Code)	(City) (State) (Zip Code)	

BOOK 4547 PAGE 647

WARRANTY DEED

LAND DISPOSITION PARCEL NO. 153B-RE

FOR AND IN CONSIDERATION of the sum of Two Hundred Fifty and no/100 ---------- Dollars ($ 250.00) cash in hand paid to The Nashville Housing Authority by Metropolitan Government of Nashville and Davidson County, Tennessee, 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,

OCT 26 MISC A* 10.00 * 10.00

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 Metropolitan Government of Nashville and Davidson County, Tennessee, the Grantee, their 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:

DESCRIPTION:

Land in Davidson County, Tennessee, being parts of Lots Nos. 13, 14 and 15 of M. W. Wetmore's Union Bank Plan, as of record in Plat Book 161, page 91, Register's Office for said County, a portion of Foster Street closed by Metropolitan County Council Bill No. 64-257, part of Alley No. 306 closed by Metropolitan County Council Bill No.66-856 and part of Marks Street closed by Metropolitan County Council Bill No. 66-856, described according to a copy of a survey made by Barge, Waggoner & Sumner, Engineers, dated January 9th, 1970, revised February 12, 1970, revised December 24, 1970, as follows:

BEGINNING at an iron pin set in the southeasterly margin of Meridian Street (Relocated) at its point of intersection with Meridian Street; thence South 10° 26' West and along the westerly margin of Meridian Street, 478.37 feet to an iron pin set in the intersection of Marks Street (closed) and Meridian Street; thence North 79° 34' West, 2 feet to an iron pin set in Marks Street (closed); thence North 10° 26' East along a line which is parallel to and 2 feet westerly from the westerly margin of Meridian Street, a distance of 476.13 feet to an iron pin set in the southeasterly margin of Meridian Street (Relocated); thence northeastwardly with the curving margin of Meridian Street (Relocated) having a radius of 278.16 feet, a distance of 3 feet to the point of beginning.

BEING parts of the property conveyed to The Nashville Housing Authority, by three deeds: one from the Circuit Court of Davidson County, Tennessee, of record in Book 3504, page 222; one from Emma Johanna Wild Saverio and husband, of record in Book 2891, page399; and the other from Thomas Irwin, of record in Book 3531, page 170, all in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Metropolitan Government of Nashville & Davidson County, Tennessee their heirs and assigns, ("its successors and assigns" if a corporation), forever.

And The Nashville Housing Authority, the Grantor, does covenant with the said Metropolitan Government of Nashville & Davidson Co., Tennessee, 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 Metropolitan Government of Nashville and Davidson County, Tennessee, their 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 _____ day of _____, 19 ____, 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) None

IN WITNESS WHEREOF, The Nashville Housing Authority has caused this instrument to be executed by the Vice 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 18th day of October, 1971.

THE NASHVILLE HOUSING AUTHORITY

By W. E. Buttram
Vice Chairman

(SEAL)

ATTEST:

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 W. E. Buttram and Jack D. Herrington, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the Vice Chairman and Secretary respectively of The Nashville Housing Authority, the within named bargainor, a corporation, and that they as such Vice 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 W. E. Buttram as such Vice 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, on this the 18th day of October, 1971.

B. W. Howard
Notary Public

My Commission expires:
~~April 26, 1971~~ April 28, 1975

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 250.00.

(Affiant)

Subscribed and sworn to before me, this the ____ day of _____, 19___.

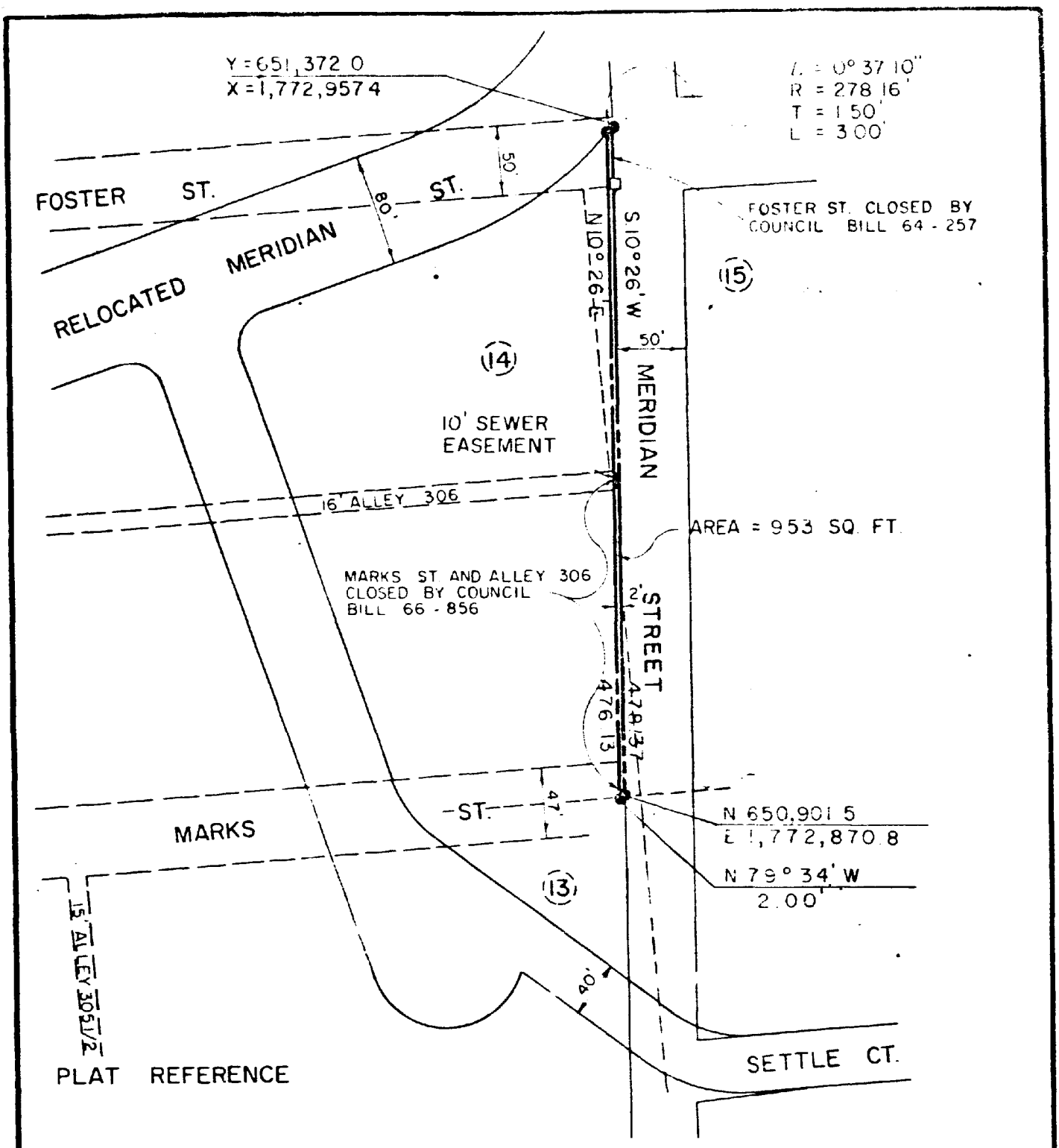
(Notary Public)

My Commission expires:

B35379 IDENTIF. REFERENCE OCT 26 8 17 PM '71 FELIX A. MILLSOM REGISTER DAVIDSON COUNTY, TENN.

4547

BOOK 4517 PAGE 651



Part of Lots 13, 14 and 15 of M. W. Wetmore's Union Bank Plan, Plat Book 101, Page 91, R.O.D.C.

NORTH

100' 50' 0 100' 200' 300'

REVISED 12-24-70
REVISED 2-12-70

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: _____

1242-P DATE _____

PROPERTY MAP

DISPOSITION SURVEY — PARCEL 153B-RE

PART CENSUS TRACT 34 — BLOCK 4 & 9

EAST NASHVILLE URBAN RENEWAL AREA

PROJECT TENN. R-13

THE NASHVILLE HOUSING AUTHORITY

NASHVILLE TENNESSEE