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: |
|---|---|---|
| TED C MOONEY & GEO. GIANIKAS | SAME | Map 82-7 |
| (Name) | (Name) | Pc. 140 |
| 127 4TH AVE So | | |
| (Street Address or Route Number) | (Street Address) | thru 153 |
| NASHVILLE TENN 37201 | | |
| (City) (State) (Zip Code) | (City) (State) (Zip Code) | pw |
| | BOOK 4565 PAGE 689 | |

JAN-3[RD] MISC A* 8.00 * 8.00

**WARRANTY DEED**

Land Disposition Parcel No. 807RB

FOR AND IN CONSIDERATION of the sum of Twelve Thousand, Five Hundred and 00/100---------- Dollars ($12,500.00 ) cash in hand paid to The Nashville Housing Authority by Ted C. Mooney and George Gianikas, 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 Ted C. Mooney and George Gianikas, 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:

Land in Davidson County, Tennessee, being part of Lot 15 on the Plan of Humphrey Pierce's Addition to East Nashville, of record in Book 161, page 20, Register's Office for said County, and part of J.W. Bryan Addition to Edgefield, not of record, described according to a survey made by Barge, Waggoner and Sumner, on July 22, 1971, as follows:

BEGINNING at an iron pin in the north margin of Arrington Street,said pin being 169.4 feet from the margin of Lischey Avenue; thence North 82 deg. 30 min, West 651.84 feet along the margin of said Arrington Street to an iron pin; thence North 7 deg. 19 min. East 121.38 feet to an iron pin; thence South 83 deg. 45 min. East 257.02 feet to an iron pin; thence South 8 deg. 06. min. West 58 feet to an iron pin; thence South 83 deg. 45 min. East 396.78 feet to an iron pin in the west margin of Alley No. 351; thence with the margin of same, South 8 deg. 05 min. West 77.65 feet to the point of beginning.

BEING property conveyed to The Nashville Housing Authority, by deed from James C. Pickett and wife, Lois T. Pickett, of record in Book 4447, page 696, and by deed from Hettie Woodroof, a widow, of record in Book 4440, page 269, each in the Register's Office for Davidson County, Tennessee.

IDENTIF. REFERENCE

JAN 3 3 04 PM '72

FELIX A. NELSON, REGISTER
DAVIDSON COUNTY, TENN.

B 4 3 2 8 3

TO HAVE AND IO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Ted C. Mooney and George Gianikas, their heirs and assigns, ("its successors and assigns" if a corporation), forever.

And The Nashville Housing Authority, the Grantor, does covenant with the said Ted C. Mooney and George Gianikas 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 Ted C. Mooney and George Gianikas, 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 14th day of September, 1971, 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 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 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 7th day of December, 1971.

THE NASHVILLE HOUSING AUTHORITY

By H.B. Crouch
Chairman

(SEAL)

ATTEST: Jack D. Herrington
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 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, on this the 7th day of December, 1971.

B. W. Howard
Notary Public

My Commission expires:
April 28, 1975

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $12,500.00.

H. C. Mooney
(Affiant)

Subscribed and sworn to before me, this the 7th day of December, 1971.

B. W. Howard
Notary Public

My Commission expires:
April 28, 1975