BOOK 4597 PAGE 228

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: |
|---|---|---|
| Dunlap and Kyle Realty Co. (Name) | Same (Name) | Map 82-6 Par. 77 |
| P.O. Box 720 (Street Address or Route Number) | (Street Address) | |
| Batesville, Mississippi (City) (State) (Zip Code) | (City) (State) (Zip Code) | |

APR 28 WARRANTY DEED A* 8.00 * 8.00

Land Disposition Parcel No. 57-CA

FOR AND IN CONSIDERATION of the sum of Sixty-Seven Thousand and 00/100---------- ---------- Dollars ($67,000.00 ) cash in hand paid to The Nashville Housing Authority by Dunlap and Kyle Realty Co., Inc. ____, 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 Dunlap and Kyle Realty Co., Inc. ____, the Grantee, its 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 Lot No. 1 on The Nashville Housing Authority Subdivision Number Two, of record in Plat Book 4300, page 67, Register's Office for said County, described as follows:

BEGINNING at an iron pin in the west margin of North First Street, the common front corner of Lots Nos. 1 and 2 on said plan; thence N 84° 01' 30" E, 274.50 feet to an iron pin; thence N 6° 38' W, 139.62 feet to a concrete monument; thence N 6° 01' E, 84.28 feet to a concrete monument; thence S 82° 38' E, 15.69 feet to a concrete monument; thence N 7° 57' E, 49.00 feet to a concrete monument; thence S 83° 37' E, 272.55 feet to a concrete monument; thence S. 38° 49' E, 21.29 feet to a point in the west margin of North First Street; thence with the margin of same, S 5° 58' 30" W, 252.06 feet to the point of beginning.

Being part of the same property conveyed to The Nashville Housing Authority, by the following deeds: Chester E. Sadler and wife, of record in Book 3407, page 357; Robert Hale Adcock and wife, of record in Book 3407, page 361; Morris Levien, et als, of record in Book 3181, page 137; Mary Birrer, of record in Book 3219, page 217; Lillie B. Modlin of record in Book 3182, page 32; L. C. Anderson and wife, of record in Book 3071, page 606; Pat Boyer, etals, of record in Book 3129, page 615; Morris Levine, et al, of record in Book 3068, page 567; J. W. Frierson, of record in Book 3165, page 463; and Augusta Goodall Wilson, of record in Book 3165, page 399, each 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 Dunlap and Kyle Realty Co., Inc., heirs and assigns, ("its successors and assigns" if a corporation), forever.

And The Nashville Housing Authority, the Grantor, does covenant with the said Dunlap and Kyle Realty Co., Inc., 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 Dunlap and Kyle Realty Co., Inc., 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 16th day of February, 19 72, 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) A 25 foot easement for public utility purposes along the rear line.

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 28th day of April, 1972.

THE NASHVILLE HOUSING AUTHORITY

By Murray Acker
Vice 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 Murray Acker 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 Murray Acker 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 28th day of April, 1972.

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 $67,000.00.

J. E. McKittrick
(Affiant)

Subscribed and sworn to before me, this the 28th day of April, 1972.

B. W. Howard
Notary Public

My Commission expires:
April 28, 1975

IDENTIF. REFERENCE

APR 28 2 24 PM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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