Prepared by the Metropolitan Development and Housing Agency, 701 So. 6th St., Nashville, Tenn. 37206

| Address New Owner(s) As Follows: | Send Tax Bills To: | Map-Parcel Numbers: |
|---|---|---|
| Postmaster | Same | |
| (Name) | (Name) | 105-6 |
| Main Post Office | | |
| (Street Address or Route Number) | (Street Address) | 338 |
| Nashville, Tennessee 37202 | | |
| (City) (State) (Zip Code) | (City) (State) (Zip Code) | Pd |

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FEB 17 MISC 8* 14.00 * 14.00

WARRANTY DEED

Land Disposition Parcel Nos. 95-GB and 95A-GB

FOR AND IN CONSIDERATION of the sum of One Hundred Thirty One Thousand, Seven Hundred Fifty and No/100------ Dollars ($131,750.00 ) cash in hand paid to the Metropolitan Development and Housing Agency by United States Postal Service , the receipt of which is hereby acknowledged, the Metropolitan Development and Housing Agency, 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 United States Postal Service , 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 Disposition Parcel No. 95-GB

Being Lot No. 2 on the plan of Edgehill Estates Section 62 as of record in Book 4660, page 151, Register's Office for said County, described as follows:

BEGINNING at an iron pin in the southerly margin of Chestnut Street at the westerly margin of an alley as widened immediately east of 8th Avenue South, as widened, thence with the southerly margin of Chestnut Street North 85° 05' East, 240.56 feet to a concrete monument in the westerly right of way and fence line of Interstate 65, thence with the same South 13° 03' East, 455.98 feet to a concrete monument in the northeasterly corner of the Knowles Home for the Aged property, thence leaving said I-65 right of way with the northerly line of the Knowles Home property, North 80° 15' West, 314.16 feet to an iron pin in a 20 foot alley as widened, thence with the same, the following courses and distances: North 7° 30' West, 16.22 feet to an iron pin in the beginning of a curve to the right having a radius of 20.00 feet, thence around said curve in a northeasterly direction 31.42 feet to an iron pin, thence North 82° 30' East, 10.00 feet to an iron pin, thence North 70° 30' West, 20.00 feet to an iron pin, thence South 82° 30' West, 10.00 feet to an iron pin in the beginning of a curve to the right having a radius of 20.00 feet, thence around said curve in a northwesterly direction 31.42 feet to an iron pin, thence North 7° 30' West, 280.32 feet to an iron pin in the beginning of a curve to the right having a radius of 15.00 feet, thence around said curve in a northeasterly direction a distance of 24.24 feet to the point of beginning.

Being the same property conveyed to The Nashville Housing Authority , now Metropolitan Development and Housing Agency, by deed from Montsanto Company of record in Book 4335, page 500, by deed from George L. Rooker, Clerk of the Circuit Court of record in Book 4376, page 243, by Quit Claim Deed from Charles Ignatz, Paul Ignatz and Martha Kinney of record in Book 4073, page 957, by deed from Ernest Ignatz, Frank Gobel and Bertha Gobel of record in Book 4073, page 960, by Clerk's Deed from George L. Rooker, Clerk of the Circuit Court of record in Book 4349, page 776, by deed from Oneda Dood Mallory of record in Book 4315, page 972, by deed from Lillian Faler, now Martin of record in Book 4373, page 263, by Clerk's Deed from George L. Rooker, Clerk of the Circuit Court of record in Book 4418, page 377, by deed from Ruby A. Scott, Annie Ruth Moore, Dudley H. Davis and Hazel Lee King, the only heirs-at-law of Leona Warren Davis, deceased of record in Book 4411, page 335, by deed from Sallie Wyatt of record in Book 4270, page 887, by deed from D. K. McGee and wife, Ruby W. McGee of record in Book 4097, page 101, by deed from Herschel Blythe Lavender and wife, Jodee P. Lavender of record in Book 4314, page 220, by Clerk's Deed from George L. Rooker, Clerk of the Circuit Court of record in Book 4405, page 390, by deed from Gay Collier of record in Book 4526, page 941, by deed from Robert Murray, Dorothy Murray and George T. Murray of record in Book 4293, page 938, by deed from John R. Peay and wife, Elma Frances Peay of record in Book 4298, page 881, by deed from Walter Adams and wife, Stella Mai Adams of record in Book 4284, page 354, by deed from Q. C. Pitt and wife, Guy Eula Pitt of record in Book 4257, page 746, by deed from John Herschel Smith and wife, Louise Smith of record in Book 4250, page 315, by Clerk's Deed from George L. Rooker, Clerk of the Circuit Court of record in Book 4335, page 355, and by deed from J. T. Pitt, unmarried of record in Book 4096, page 104, all of Register's Office for Davidson County, Tennessee, and by virtue of Metropolitan Ordinance No. 71-1463.

Land Disposition Parcel No. 95A-GB

Being Lot No. 1 on the Plan of Edgehill Estates Section 62 as of record in Book 4660, page 151, Register's Office for said County, described as follows:

BEGINNING at an iron pin in the easterly margin of 8th Avenue South as widened 155.58 feet southerly of the southerly margin of Chestnut Street being the common corner of a reserved building site and the herein described property as shown on said plan, thence leaving said Avenue with the northerly line of said Reserved site, North 85° 03' East, 127.54 feet to an iron pin in the westerly margin of a 20 foot alley, thence with the same North 7° 30' West, 141.27 feet to an iron pin in the beginning of a curve to the left having a radius of 15.00 feet thence with said curve in a northwesterly direction 22.89 feet to an iron pin in the southerly margin of Chestnut Street, thence with the same South 85° 05' West, 84.63 feet to a concrete monument in the beginning of a curve to the left having a radius of 25.00 feet thence with said curve in a southwesterly direction 39.93 feet to an iron pin in the easterly margin of 8th Avenue South as widened, thence with the same South 6° 26' East, 129.91 feet to the point of beginning.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said United States Postal Service, their heirs and assigns, ("its successors and assigns" if a corporation), forever.

And the Metropolitan Development and Housing Agency, the Grantor, does covenant with the said United States Postal Service, 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 Metropolitan Development and Housing Agency, 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 United States Postal Service, their heirs and assigns, ("its successors and assigns" if a corporation), against the lawful claims of all persons, whomsoever, and the Metropolitan Development and Housing Agency, the Grantor, and United States Postal Service, 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 of Sale of Land entered into between the parties hereto, for the purchase and redevelopment of the Property, dated the 3rd day of November, 1975, which is specifically made a part hereof by reference as though fully and completely set out herein.

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 general business 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 3rd day of November, 1975, 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, sex 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, -1D, 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 Section 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) Those easements as shown on the Plan of Edgehill Estates, Section 62, recorded in Book 4660, page 151, in said Register's Office.

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

terms and conditions. BOOK 4997 PAGE 442

IN WITNESS WHEREOF, the Metropolitan Development and Housing Agency 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 17th day of February, 1976.

Metropolitan Development and Housing Agency

By Murray Ackerman
Chairman

(SEAL)

ATTEST:

Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Before me, B. W. Howard, a Notary Public within 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 Chairman and Secretary respectively of the Metropolitan Development and Housing Agency, 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 Murray Acker 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 17th day of February, 1976.

B. W. Howard
Notary Public

My Commission Expires:
April 28, 1979

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 131,750.00.

Francis J. Lynch.
(Affiant)

Subscribed and sworn to before me, this the 17th day of February, 1976.

B. W. Howard
Notary Public

My Commission Expires:
April 28, 1979

D 36373

IDENTIF. REFERENCE

FEB 17 3 16 PM '76

FELIX A. WILSON REGISTER
DAVIDSON COUNTY, TENN.