Prepared by the Metropolitan Development and Housing Agency, 701 So. 6th St., Nashville, Tenn. 372

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Numbers:
Jack B. Phelps et ux	Jack B. Phelps	105-2
(Name)	(Name)	
920 8th Ave S.	920 8th Ave S.	Par 448 Is
(Street Address or Route Number)	(Street Address)	BOOK 5358 PAGE 44
Nashville TN	Nashville TN	
(City) (State) (Zip Code)	(City) (State) (Zip Code)	

WARRANTY DEED
(Land Disposition Parcel No. 53-GB)

FOR AND IN CONSIDERATION of the sum of Forty One Thousand Five Hundred and 00/100---------- **Dollars** ($41,500.00) **cash in hand paid to the Metropolitan Development and Housing Agency by** Jack B. Phelps, **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** Jack B. Phelps, **the Grantee, his 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 Lot No. 1 on the Plan of Edgehill Estates, Section 76, of record in Book 4715, page 107, Register's Office for Davidson County, Tennessee.

Beginning at a point in the easterly margin of the proposed right of way of 8th Avenue South, said point being the common front corner of said Lot 1 and Lot 10 on the Plan of Bass' Second Addition to Nashville; thence with the line between said two lots North 88° 13' East, 146.28 feet to a point in the westerly margin of Alley No. 402, as widened, thence with the margin of the same southerly 119.97 feet to a point at the beginning of a curve to the right having a radius of 20.00 feet, a distance of 31.44 feet to a point in the northerly margin of a proposed alley; thence with the margin of the same South 88° 13' West, 105.65 feet to a point at the beginning of a curve to the right having a radius of 20.00 feet a distance of 31.38 feet to a point in the easterly margin of proposed right of way of 8th Avenue South; thence with the margin of the same northerly 120.03 feet to the point of beginning.

Being part of the same property conveyed to the Nashville Housing Authority, now Metropolitan Development and Housing Agency, by deed from G. P. Blair and wife, Rubye N. Blair of record in Book 4309, page 531; by deed from George L. Rooker, Clerk of the Circuit Court of record in Book 4329, page 927; by deed from Marjorie T. Myers of record in Book 4363, page 729; and by deed from George L. Rooker, Clerk of the Circuit Court of record in Book 4425, page 430, 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 Jack B. Phelps _____, his 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 Jack B. Phelps, 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 Jack B. Phelps, his 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 Jack B. Phelps, 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 11th day of September, 19 78, 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 UrbanRenewal 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.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

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 11th day of September, 19 78, 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 1 of said Contract for Sale of Land and be completed within the period specified in said Section 4 of Part 1. 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 er I 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) A 20 foot wide access easement extending 146.28 feet, more or less, along the north margin of that portion of Alley No. 402, as relocated, and as shown as "Proposed Alley" on the Plat known as Section Seventy-Six, Edgehill Estates, recorded in Book 4715, page 107, in said Register's Office; said access easement created under the terms and conditions stipulated in the memorandum of Understanding between BU-Sum Realty Company and the Nashville Housing Authority as dated September 8, 1970.

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

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory when Received.

terms and conditions.

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 31st day of October, 1978.

Metropolitan Development and Housing Agency

By J. D. McGee
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 J. D. McGee 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 J. D. McGee 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 31st day of October, 1978.

B. W. Howard
Notary Public

My Commission Expires:
April 28, 1979

E 9 7 8 0 3

IDENTIFICATION REFERENCE

OCT 31 2 20 PM '78

FELIX Z. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 41,500.00.

Jack B. Phelps
(Affiant)

Subscribed and sworn to before me, this the 31st day of October, 1978.

William P. Weiland Jr.
Notary Public

My Commission Expires:
5-26-82

-6-

OCT 31 CONV 41,500.00 B* 107.90
OCT 31 S'TAX B* .50
OCT 31 PR'FEE B* 12.00 * 120.40
OCT 31 W'DEED