Prepared by the Metropolitan Development and Housing Agency, 701 So. 6th St., Nashville, Tenn. 3720

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Numbers:
CITIZENS BANK BUILDING LIMITED PARTNERSHIP	Same	93-2-3
(Name) C/O T. B. BOYD, III	(Name)	Part 10 Tax
7145 Centennial Boulevard (Street Address or Route Number)	(Street Address)	
Nashville, Tennessee 37209 (City) (State) (Zip Code)	(City) (State) (Zip Code)	

WARRANTY DEED

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(Land Disposition Parcel No. 19)

FOR AND IN CONSIDERATION of the sum of One Hundred Sixty Thousand and 00/100- ---------- Dollars ($ 160,000.00) cash in hand paid to the Metropolitan Development and Housing Agency by Citizens Bank Building Limited Partnership, 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 Citizens Bank Building Limited Partnership, 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:

Being part of Lots No. 2 through 10 on the Plan of Foster's Subdivision of part of Lot No. 62 on the Plan of the original town of Nashville, as of record in Book 5, page 274, said Register's Office, as described according to a survey made by Barge, Waggoner & Sumner, Engineers, revised date, September 2, 1977.

Beginning at an iron pin set at the northwest corner of 4th Avenue North and Deaderick Street, as widened; thence with the margin of Deaderick Street, as widened, South 62° 48' 35" West, 166.27 feet to an iron pin; thence leaving said Street North 27° 35' West, 36.27 feet to an iron pin; thence North 62° 10' East, 166.25 feet to an iron pin in the westerly margin of 4th Avenue North; thence with the west margin same South 27° 37' 02" East, 38.14 feet to the point of beginning.

Being part of the property conveyed to the Nashville Housing Authority, now Metropolitan Development and Housing Agency, by deed from Ira L. Mendell and wife, Peggy Mendell of record in Book 4373, page 840; by deed from DeLuxe Ice Cream Company, a partnership of record in Book 4436, page 800; by deed from Jane Sevier Vance, now Franklin, of record in Book 4465, page 205; by deed from Elsie Parmer Aden of record in Book 4474, page 645; and by deed from Donna Parmer Marshall of record in Book 4490, page 173; and by virtue of Ordinance No. 77-555 of the ordinances of the Metropolitan Government, Nashville, Davidson County, Tennessee, a certified copy of record in Book 5167, page 235, said Register's Office.

together with all right, title and interest which the grantors have, or ever may have, in and to adjoining street or streets, alley or alleys or any other right-of-way or in any easement to which the above Property is dominant or servient.

CAW T.B.B.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Citizens Bank Building Limited Partnership, 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 Citizens Bank Building Limited Partnership, 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 Citizens Bank Building Limited Partnership, 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 Citizens Bank Building Limited Partnership, 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 for Sale of Land entered into between the parties hereto, for the purchase and redevelopment of the Property, dated the 17th day of December, 19 80, 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 Central Loop G.N.R.P., Project No. One, Project No. Tenn. R-72 of record in Book 4464, page 522, 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 Central Loop G.N.R.P., Project No. One, Project No. Tenn. R-72 for use as commercial and this conveyance is specifically made subject to the restrictions, terms and conditions of the said Plan. U. R. P.

Map No. 2, known as the "Land Use Map" 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 17th day of December, 19 80, 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, 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 hereof 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, or violation of its obligation by the Grantee, subsequent to this conveyance from the Grantor and prior to the issuance and recording of the "Certificate of Completion" and upon the failure of the Grantee to remedy, end, or abrogate such default, failure or violation specified in subdivisons (a), (b), and (c) of Section 704 of Part II of said Contract for Sale of Land, the Grantor of its option may declare a termination in favor of the Grantor, of the title, and all the rights and interest in and to the Property shall revert to the Grantor in accordance with and in the manner specified in Section 704 of the 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, 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, 1-D, 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 Sections 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 any such 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) _____

_____

_____

_____

_____

_____

By the acceptance of delivery of the Deed, Grantee accepts these restrictions, 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 17th day of December, 1980.

Metropolitan Development and Housing Agency

By Carleen B. Waller
Chairman

(SEAL)

ATTEST:

Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, B. W. Howard, a Notary Public within the State and County aforesaid, personally appeared Carleen B. Waller and Gerald F. Nicely, 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 Carleen B. Waller as such Chairman, and attesting the same by the said Gerald F. Nicely as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee, of this the 17th day of December, 1980.

B. W. Howard
Notary Public

My Commission Expires:
January 15, 1983

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $160,000.00.

T. B. Baynham
(Affiant)

Subscribed and sworn to before me, this the 17th day of December, 1980.

B. W. Howard
Notary Public

My Commission Expires:
January 15, 1983

32256

IDENTIF. REFERENCE

FELIX E. WALDEN REGISTER
DAVIDSON COUNTY, TENN.
DEC 18 12 47 PM '80

FEE $1.00

T.B.B.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

160000.00- CO
416.00 CO TX
.50 PRFEE
18.00 WDEED
CHECK 434.50-
1060A12/18/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

32256 I

IDENTIF. REFERENCE

DEC 18 12 47 PM '80

FELIX Z. WILSON II REGIS
DAVIDSON COUNTY, TEN

No. 798301