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

| Address New Owner(s) As Follows: | Send Tax Bills To: | Map-Parcel Numbers: |
|---|---|---|
| Historic Edgefield, Inc. (Name) | (Name) | |
| P.O. Box 60731 (Street Address or Route Number) | Same (Street Address) | |
| Nashville TN 37206 (City) (State) (Zip Code) | (City) (State) (Zip Code) | BOOK 5711 PAGE 415 |

Map-82-16 Par. 423-108-109

WARRANTY DEED

(Land Disposition Parcel No. 709-RE)

FOR AND IN CONSIDERATION of the sum of Six Thousand Six Hundred and 00/100-- ---------- Dollars ($6,600.00 ) cash in hand paid to the Metropolitan Development and Housing Agency by Historic Edgefield, Inc. _____, 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 Historic Edgefield, Inc. _____, the Grantee, _____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:

Lots 1, 2 and 3, on the plan of Barrow's Addition to Edgefield, of record in Book 4470, page 191, Register's Office for said County.

Said Lots front together 155.00 feet on the northerly margin of Russell Street and extend back between parallel lines 170.0 feet to an alley in the rear.

Being the same property conveyed to Ted C. Mooney and George Gianikas by deed from The Nashville Housing Authority, now Metropolitan Development and Housing Agency, of record in Book 4565, page 677, Register's Office for Davidson County, Tennessee.

RUSH

62991

IDENTIF. REFERENCE

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FELIX Z. W. ... REGISTER
DAVIDSON COUNTY, TENN.

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TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Historic Edgefield, Inc. _____, its 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 Historic Edgefield, 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 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 Historic Edgefield, Inc. _____, its 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 Metropolitan Development and Housing Agency 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 9th day of January, 19 81, 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)_____

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 6th day of February, 19 81.

THE 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 and for 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, on this the 6th day of February, 1981.

B. W. Howard
Notary Public

My Commission expires:
January 15, 1983

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $6,600.00.

Robert L. Davies
(Affiant)

Subscribed and sworn to before me, this the 6th day of February, 1981.

B. W. Howard
(Notary Public)

My Commission expires:
January 15, 1983

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**

**NASHVILLE, TENNESSEE**

BOOK 5711 PAGE 419

RECEIVED OF _____

FOR _____

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 6600.00- CO | |
| | | | 17.16 CO TX | |
| | | | .50 PRFEE | |
| | | | 12.00 WDEED | |
| | | | CHECK 29.66- | |
| 0223A02/17/81 | | | BAL .00 | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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FEB 17 3 07 AM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 807103