Box 41

SPECIAL WARRANTY DEED

BOOK 10273 PG 933

FROM: Edwin B. Raskin, Trustee, Grantor

TO: Metropolitan Development and Housing Agency, Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Farris, Warfield & Kanaday
424 Church Street, Suite 1900
Nashville, Tennessee 37219

Address New Owner as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Suite 102 172 Second Avenue North Nashville, Tennessee 37201	SAME	Map 93-6-1 Parcels 14 and 15 Field Book Numbers _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Ninety One Thousand Five Hundred and No/100 Dollars ($391,500.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 27th day of November, 1996.

Notary Public

My Commission Expires: 7/24/99

FOR AND IN CONSIDERATION OF the sum of Three Hundred Ninety One Thousand Five Hundred and No/100 Dollars ($391,500.00), the receipt and sufficiency of which are hereby acknowledged, Edwin B. Raskin, Trustee ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Metropolitan Development and Housing Agency ("Grantee"), its successors and assigns a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is unimproved property known as 600-604 Church Street, Nashville, Tennessee 37219.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

Grantor does further covenant and bind Grantor, his heirs, successors and assigns, to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise.

Witness my hand this 27 day of November, 1996.

Edwin B. Raskin, Trustee

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, Jeri C. Moore, a Notary Public of said County and State, Edwin B. Raskin, Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at Office, this 26th day of November, 1996.

Jeri C. Moore
Notary Public

My Commission Expires: 7-28-97

EXHIBIT A

Property Description

Tract 1:

Land in Davidson County, Tennessee, being part of Lot No. 113 in the original plan of Nashville, beginning at the northwest corner of Church Street and 6th Avenue North (formerly High Street) being the southeast corner of said Lot No. 113; thence with the northerly margin of Church Street westerly 22 feet to William Simmons' southeast corner; thence with his easterly line, parallel with High Street, northerly 87 feet to the southerly margin of an alley 5 feet wide, opened by agreement of record in Book 49, page 365, Register's Office for said County; thence with the southerly margin of said alley easterly 22 feet to the westerly margin of 6th Avenue north; thence with the westerly margin of said Avenue southerly 87 feet to the point of beginning.

Being the same property conveyed to Edwin B. Raskin, Trustee by deed from JMT Investments, Trustee, of record in Book 7122, page 574, Register's Office for Davidson County, Tennessee.

TRACT 2:

BEING part of Lot No. 113 in the Original Plan of the Town of Nashville, not of record, described as follows:

BEGINNING at the northerly margin of Church Street, formerly Spring Street, twenty-two feet westerly from High Street, being a point in the middle of the brick wall dividing this property from that formerly belonging to James Simmons; running thence northerly with the middle of said wall eighty-seven feet to a five foot alley; thence with said alley westerly thirty-eight feet, and including all of the wall dividing this property from that lying to the west of it; thence southerly including all of said brick wall eighty-seven feet to Church Street; and thence easterly with Church Street thirty-eight feet to the middle of the wall dividing this property from that formerly belonging to James Simmons, the place of beginning.

Being the same property conveyed to Edwin B. Raskin, Trustee, by deed from Richard C. Fall, Sara R. Swindale, Kathryn Fall parker and Joseph L. Fall of record in Book 6395, page 647, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Encumbrances

1. The lien for 1996 taxes which have been prorated and will be paid by Grantee.

2. Lease dated April 26, 1996, between Grantor and Allright Nashville Parking, Inc. Grantor has given notice of termination of this Lease to Allright Nashville Parking, Inc. on the date of delivery of this deed to Grantee and has transferred the Lease security deposit in the amount of $2,250 to Grantee to be held by Grantee and applied or returned to Allright Nashville Parking, Inc. in accordance with the terms of the Lease. Grantee takes title to the Property subject to Allright Nashville Parking, Inc.'s remaining rights under the Lease, but does not assume Grantor's obligations thereunder except with respect to the $2,250 security deposit transferred to Grantee. Grantor shall remain obligated to Allright Nashville Parking, Inc. for payment of the unamortized cost to grade and pave the Property as provided in Section 26 of the Lease and shall indemnify and hold Grantee harmless from all claims, loss and liability under said Section.

3. Rights of adjoining owners in party walls.

4. Restrictive covenants as to Capital Mall Redevelopment Plan recorded in book 9208, page 613, Register's Office of Davidson County, Tennessee.

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IDENTIF. ↑ REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

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