Rec 37
BSW

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Metropolitan Development and Housing Agency 172 Second Avenue, North Suite 102 Nashville, TN 37201	Map 93-2 Parcel 106	Same
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (JGC,Jr.) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **INGRAM MATERIALS COMPANY, a division of INGRAM INDUSTRIES INC.**, a Tennessee corporation (formerly known as Ingram Materials Inc.) (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to **METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, T.C.A. §§ 13-20-101, et seq. (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all improvements, buildings and permanent structures located thereon, and all right, title and interest of Grantor in and to any easements and rights-of-way adjoining or abutting said land or included therein (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters set forth on Exhibit B, which is attached hereto and incorporated herein by reference.

This is improved property, known as 10 Fatherland Street, Nashville, Tennessee 37213.

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

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FELIX ... REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
0332995

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $2,440,000.00; however, this transfer is exempt from recordation tax pursuant to T.C.A. § 67-4-409(f).

Affiant

Subscribed and sworn to before me this 31st day of AUGUST, 1997.

Notary Public
My Commission Expires: 5/28/2000

NOTARY PUBLIC
DAVIDSON COUNTY, TN

0431241.01
063258-002 07/31/97

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property; and that the Property is unencumbered, except to the extent otherwise set forth in Exhibit B hereto.

Grantor further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by its duly authorized officer on this 31st day of July, 1997.

INGRAM MATERIALS COMPANY, a division of INGRAM INDUSTRIES INC. (formerly known as Ingram Materials Inc.)

By: _____

Title: PRESIDENT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, ANGELA ANGRICK, Notary Public, CHARLES J SANDERS III, with whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is PRESIDENT of Ingram Materials Company, a division of Ingram Industries Inc., a Tennessee corporation (formerly known as Ingram Materials Inc.), and is authorized to execute this instrument on behalf of said corporation.

WITNESS my hand, at office, this 31st day of July, 1997.

_____

Notary Public

My Commission Expires: 9/18/99

NOTARY PUBLIC AT LARGE

EXHIBIT A

LAND in Davidson County, Tennessee, being the Westerly part of Lots Nos. 19, 20 and 21 on the plan of part of the real estate of John Shelby, deceased, as shown on said plan which appears of record in Plan Book 1, page 11, of the Chancery Court at Nashville, and including the Westerly part of Boscobel Street, lying within said property, the whole described as follows:

BEGINNING on the Southerly margin of Fatherland Street where the West line of the right-of-way of the spur track of the L & N Railroad crosses the same; thence with the Southerly margin of said street Westerly four hundred seventy-two and three-tenths (472.3) feet, more or less, to the top of the bank of Cumberland River, continuing the same course to low water mark on said river; thence up said river at low water mark Southerly to a point opposite the Southwest corner of said Lot No. 21; thence up the bank to said Southwest corner, continuing with the South line of said Lot No. 21 Easterly five hundred ninety-four and three-tenths (594.3) feet, more or less, to the Westerly line of said right-of-way; thence with said line Northerly six hundred fifty-four (654) feet, more or less, to the beginning.

BEING the same property conveyed to Ingram Materials Inc. by deed from Cumberland River Sand & Gravel Company of record in Book 3402, page 583, Register's Office for Davidson County, Tennessee, the name of Ingram Materials Inc. having been changed to Ingram Industries Inc. and the latter having adopted the assumed name of Ingram Materials Company.

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EXHIBIT B

1. Title to that portion of the Property embraced within the bounds of any streets, roads, or highways;

2. Perpetual easement and right to flood of record in Book 2151, page 325, Register's Office for Davidson County, Tennessee;

3. The terms, conditions and provisions of the Agreement executed by and between the Louisville and Nashville Railroad Company and Nashville Builders Supply Company of record in Book 551, page 448, said Register's Office;

4. Title to that portion of the Property lying between the low and high water marks of the Cumberland River; and

5. Rights or claims of Ingram Materials Company to occupy the Property until November 30, 1997.