Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
William H. Burford 555 East Ocean Blvd., Suite 205 Long Beach, CA 90802	Map 92-4 Parcel 259	Same
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (JGC,Jr.) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **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 "Grantor"), by these presents does quitclaim and convey to **WILLIAM H. BURFORD** (the "Grantee"), Grantee's heirs, 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 right, title and interest of Grantor in and to any easements or rights-of-way adjoining or abutting such land and any covenants and other rights appurtenant thereto (the "Property").

This is unimproved property, known as 907 11th Avenue, North, Nashville, Tennessee 37208.

The Property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the same, including, but not limited to, the matters set forth on Exhibit B, which is attached hereto and incorporated herein by reference.

By his acceptance of this conveyance of the Property, Grantee covenants and agrees, for himself, his heirs, successors and assigns to or of the Property or any part thereof, as follows:

(i) that Grantee and such heirs, successors and assigns shall not discriminate upon the basis of race, color, creed, sex, marital status 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;

(ii) that, in connection with Grantee's development of the Property, Grantee shall at all times comply with, and all development of the Property shall be done in accordance with, applicable ordinances adopted by the Metropolitan Council of the Metropolitan Government of Nashville and Davidson County

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is $0.00.

Affiant

Subscribed and sworn to before me this 6th day of March, 1998.

Notary Public
My Commission Expires: November 24, 2001

98 APR 24 AM 11:27
FELIX A. ... REGISTER
DAVIDSON COUNTY TN.

IDENTIFICATION REFERENCE 0429236

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063258-021 03/06/98

(including, but not limited to, Ordinance No. 093-773) and all other legal requirements (including, but not limited to, the Restrictive Covenants of record in Book 9183, page 130, Register's Office for Davidson County, Tennessee);

(iii) that Grantee's development and use of the Property, along with certain additional property owned by Grantee, located adjacent thereto and known as 909 and 911 11th Avenue, North, Nashville, Tennessee, whether as a seven (7) unit garden apartment complex or otherwise, shall be accomplished only in accordance with approvals granted by all governmental authorities having jurisdiction and in accordance with the Design Guidelines adopted by Grantor for Hope Gardens Neighborhood, an excerpt from which is attached hereto as Exhibit C; and

(iv) that, if Grantee does not commence construction of the improvements contemplated by clauses (ii) and (iii) above within one (1) year from the date hereof, title to the Property shall be divested from Grantee, his heirs, successors and assigns, and shall revert to Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on this 4th day of March, 1998.

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____
Gerald F. Nicely, Executive Director

Attested By: _____
James L. Thiltgen, Deputy Executive Director

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, V. Jean Merkle, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Gerald F. Nicely** and **James L. Thiltgen**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged themselves to be Executive Director and Deputy Executive Director, respectively, of 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 within named bargainor, and that they as such Executive Director and Deputy Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Agency by themselves as such Executive Director and Deputy Executive Director.

Witness my hand and seal, at office in Nashville, Tennessee, this the 4th day of March, 1998.

V. Jean Merkle
NOTARY PUBLIC
My Commission Expires: 9-29-2001

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EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 33 and the northerly 3-1/2 feet of Lot 34 in Johnson Bransford's Subdivision of 3 parts of Lot 158 in Judge John McNairy's Mansion House Tract, a plan of which is of record in Book 161, page 146, Register's Office for Davidson County, Tennessee.

Said Lot 33 and said part of said Lot 34 adjoin and front together 43-1/2 feet on the west side of 11th Avenue, North, formerly Cumberland Street, and extend back between parallel lines 135 feet, more or less, to an alley.

Being the same property conveyed to Metropolitan Development and Housing Agency by deed from Jane A. Dowden, et al., of record in Book 10327, page 273, Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. 1998 real property taxes;

2. Facts which would be disclosed by a comprehensive survey of the Property; and

3. Restrictive Covenants contained in instrument of record in Book 9183, page 130, Register's Office for Davidson County, Tennessee.

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