Bill Garrett Davidson County
Batch# 118051 DEEDWARRSP
07/18/2018 01:39:48 PM 7 pgs
Fees: $37.00 Taxes: $0.00
20180718-0070077

OWNER:
Metropolitan Development
and Housing Agency
701 South Sixth Street
Nashville, TN 37206
PROPERTY TAX EXEMPT

THIS INSTRUMENT PREPARED BY:
Gentry, Tipton & McLemore, P.C.
900 South Gay Street, Suite 2300
Knoxville, TN 37902

Parcel Number: 10601007300

SPECIAL WARRANTY DEED

THIS INDENTURE made as of this 16th day of July, 2018, between **TREVECCA TOWERS #2, INC.**, a Tennessee non-profit corporation **(also known for indexing purposes only as Trevecca Towers II, Inc.)**, First Party, and **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., Second Party;

WITNESSETH:

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein. TO HAVE AND TO HOLD the same unto the Second Party, its successors and assigns, together with all of the rights and interest thereunto belonging, in fee simple.

The First Party covenants that it is lawfully seized in fee simple of the premises; that it has a good and lawful right to sell and convey the same; and that said property is free and clear and unencumbered, with the exception of the 2018 taxes, which will be prorated as of the date of closing, and which Second Party assumes and agrees to pay; and the matters set forth in **Exhibit "B"** attached hereto and made a part hereof, and any and all other matters herein recited.

The First Party further covenants that it will warrant and defend the title to said premises unto the Second Party, its successors and assigns, against the lawful claims of all parties claiming by, through, or under the First Party, but no further or otherwise.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Party has caused this instrument to be executed as of the day and year first above written.

TREVECCA TOWERS #2, INC., a Tennessee non-profit corporation

BY: _____
Ronald K. Jones
Executive Director and Chairman of the Board

STATE OF TENNESSEE)
) SS:
COUNTY OF Davidson)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, **RONALD K. JONES**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be the Executive Director and Chairman of the Board of **TREVECCA TOWERS #2, INC.**, a Tennessee non-profit corporation, the within named bargainor, and that he as such officer of the corporation, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer of the corporation.

WITNESS my hand and official seal at office, this 16th day of July, 2018.

My Commission Expires:

_____
Notary Public

_____ (SEAL)

Margaret R. Meaks
State of Tennessee Notary Public
Davidson County
My Commission Expires September 7, 2021

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $-EXEMPT-.

Affiant James E. Hawkins.

Subscribed and sworn to before me this 17 day of July, 2018.

My Commission Expires: Jan. 8, 2019

L. Denise Hagewood
Notary Public

(SEAL)

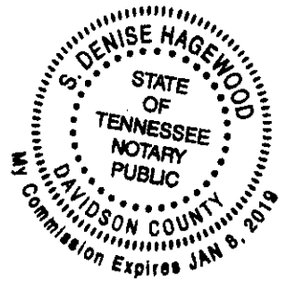


EXHIBIT "A"

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Lots 45, 46 and 47 of the Map of J.M. Eatherley's Resubdivision of the Land of John Woodard, as of record in Plat Book 332, Page 39, at the Register's Office for Davidson County, Tennessee and Lot 1 of the Plan of J.M. Eatherley's Resubdivision of the Land of John Woodard, as of record in Plat Book 4595, Page 123, at the Register's Office for Davidson County, Tennessee, and being more particularly described as follows;

Beginning at an existing iron rod in the southerly right-of-way line of Stanley Street, 50 feet in width and the westerly right-of-way line of Alley #2077, 20 feet in width;

Thence leaving the southerly right-of-way line of Stanley Street, with the westerly right-of-way line of Alley #2077, South 02 deg 25 min 31 sec West, 186.64 feet to a pk nail set in the northerly right-of-way line of Alley #2078,
20 feet in width;

Thence leaving the westerly right-of-way line of Alley #2077, with the northerly right-of-way line of Alley #2078, North 82 deg 19 min 07 sec West, 596.92 feet to an existing iron rod at the intersection with the easterly right-of-way line of Alley #2075, 20 feet in width;

Thence leaving the northerly right-of-way line of Alley #2078, with the easterly right-of-way line of Alley #2075, North 08 deg 05 min 01 sec East, 423.94 feet to an existing iron rod, at the intersection with the southerly right-of-way line of Alley #2076, 20 feet in width;

Thence leaving the easterly right-of-way line of Alley #2075 with the southerly right-of-way line of Alley #2076, South 80 deg 36 min 52 sec East, 51.34 feet to an existing iron rod;

Thence South 68 deg 54 min 34 sec East, 304.20 feet to an existing iron rod at the intersection with the westerly right-of-way line of Alley #2077, 20 feet in width;

Thence leaving the southerly right-of-way line of Alley #2076, with the westerly right-of-way line of Alley #2077, South 23 deg 51 min 08 sec West, 175.10 feet to an existing iron rod in the southerly right-of-way line of Stanley Street;

Thence leaving the westerly right-of-way line of Alley #2077, with the southerly right-of-way line of Stanley Street, with a curve to the left, along an arc length of 92.01 feet, the central angle of which is 131 deg 47 min 41 sec, the radius of which is 40.00 feet, the chord of which is South 58 deg 39 min 59 sec East, 73.03 feet to an existing iron rod;

Thence North 55 deg 25 min 17 sec East, 44.72 feet to an existing iron rod;

Thence South 82 deg 45 min 51 sec East, 178.40 feet to the POINT OF BEGINNING. Containing 174,136 square feet or 4.00 acres more or less.

Together with easements contained in that certain Easement Agreement by and between Trevecca Inglewood Retirement Center, Inc. and Trevecca Towers #2, Inc. dated March 29, 2007 and filed for record March 29, 2007 as Instrument No. 20070329-0037676, Register of Deeds Office for Davidson County, Tennessee.

Together with easements contained in that certain Easement and Shared Use Agreement by and between Trevecca Towers, Inc. and Trevecca Towers, #2, Inc. dated March 29, 2007 and filed for record March 29, 2007 as Instrument No. 20070329-0037677, Register of Deeds Office for Davidson County, Tennessee.

Together easements contained in that certain Easement Agreement by and between Trevecca Inglewood Retirement Center, Inc. and Trevecca Towers, #2, Inc. dated July 17, 2018 and filed for record July 17 2018 as Instrument No. 20180717 0069622, Register of Deeds Office for Davidson County, Tennessee.

Being part of the same property (formerly Tract I) conveyed to Trevecca Towers II, Inc. by Warranty Deed from Harry G. Hemmerly, Elizabeth B. Meggs and Elizabeth Meggs Browning, partners in Saturn Apartments, of record in Book 4957, page 661, in the Register's Office for Davidson County, Tennessee; and
Being part of the same property (formerly Tract II) conveyed to Trevecca Towers #2, Inc., by Warranty Deed from U. Grant Browning and Bobby L. Moore of record in Book 4670, page 167, in the Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

1. Easements of record in Book 372, page 394, Davidson County Register's Office.
2. Agreement(s) for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 3862, page 29, Book 4199, page 781, Book 4573, page 733, Book 4744, page 567, and Book 4793, page 714, said Register's Office.
3. Deed of Conveyance of Water Main of record in Book 4836, page 797, said Register's Office.
4. Ingress and Egress Easement reserved in deed of record in Book 4957, page 661, said Register's Office.
5. Grant of Right of Way for Ingress and Egress of record in Book 7369, page 410, said Register's Office.
6. Terms and provisions of the Easement Agreement of record in Instrument No. 20070329-0037676, said Register's Office.
7. Terms and provisions of the Easement and Shared Use Agreement of record in Instrument NO. 20070329-0037677, said Register's Office.
8. Matters set out in Ordinance #72-358, in the Clerk's Office for Metropolitan Davidson County, Tennessee, including abandonment of a portion of Stanley Street and dedication of a bulb type turnaround easement; subject to utility easements located in the abandoned portion of Stanley Street and said turnaround area.
9. Easement Agreement by and between Trevecca Inglewood Retirement Center, Inc. and Trevecca Towers, #2, Inc. dated July 17, 2018 and filed for record July 17, 2018 as Instrument No. 20180717-0069622, Register of Deeds Office for Davidson County, Tennessee.