WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of

THIRTY FIVE THOUSAND - - - - - - - - - - and 00/100 DOLLARS ($ 35,000.00)

cash in hand paid to The Nashville Housing Authority by _____

Murphree Realty Company, a corporation, _____,

the receipt of which is hereby acknowledged, The Nashville Housing Authority, 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 _____

Murphree Realty Company, _____,

successors

the grantee, its / ~~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:
Being Parcel "N" on the Subdivision plat of the Capitol Hill Redevelopment Project, as of record in Book 2663, pages 35 and 36, Register's Office for said County, and described as follows:
BEGINNING at a point in the westerly margin of 8th Avenue North, at the Northeast corner of the Mary R. Green lot; thence along Green's northerly line, South 62 degrees, 33' West 180.9 feet to a point in the easterly margin of James Robertson Parkway; thence with the margin of the same, around a slight curve, 10.77 feet to a point, and continuing with said margin, along a curve, 10.77 feet to a point, and continuing along the margin of said Parkway North 27 degrees 18' West 51.5 feet to a point in the southerly margin of Charlotte Avenue; thence with the margin of the same North 62 degrees 14' East 163 feet to a point at the beginning of a curve; thence around said curve southwesterly 18.91 feet to a point in the westerly margin of 8th Avenue North; thence with the margin of the same South 27 degrees 28' East 60.8 feet tothe beginning.

Being the same property conveyed to The Nashville Housing Authority by the following deeds: one from Joseph Frank and Frank Higgins, of record in Book 2155, page 143; one from Susan Buyde Gillespie, unmarried, of record in Book 2152, page 521; one from Laura Morse Abrams et al, of record in Book 2157, page 43; one from Edward Joseph Glaser et al of record in Book 2277 page 79; and one from Annie Louise Stewart et al, of record in Book 2157, page 83, all of said Register's Office.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said

Murphree Realty Company, _____

successors

its / _____ ~~heirs~~ and assigns, ~~"its successors and assigns" if a corporation~~, forever.

And The Nashville Housing Authority does covenant with the said Murphree Realty Company

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 of record in Book 2735, page 473, Register's Office of Davidson County, Tennessee.

And The Nashville Housing Authority does further covenant and bind itself and its successors to warrant and forever defend the title to the said Murphree Realty Company,

its successors and assigns, against the lawful claims of all persons, whomsoever.

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 erect and construct to the satisfaction of Grantor on the within described property improvements in accordance with the terms of Contract of Sale of the land herein conveyed entered into this 28th day of April, 1958, 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.

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 "Declaration of Restrictive Covenants Running with the Land of The Nashville Housing Authority in the Capitol Hill Redevelopment Project Area" of record in Book 2735, page 473, Register's Office of Davidson County, Tennessee, which are specifically made a part hereof by reference; and also subject to the following easements, to-wit: All easements shown on Parcel "N" as shown on plan of record in Book 2663, pages 35 and 36, Register's Office for said County.

IN WITNESS WHEREOF, The Nashville Housing Authority has caused this instrument to be executed by the Vice-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 13th day of June, 1958.

THE NASHVILLE HOUSING AUTHORITY

By: _____
Vice-Chairman

(SEAL)

ATTEST: _____
Secretary



STATE OF TENNESSEE)
(
DAVIDSON COUNTY)

Before me, Morton B. Howell, Jr., a Notary Public within and for the State and County aforesaid, personally appeared Floyd Adkisson and Gerald Gimre with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the Vice-Chairman and Secretary respectively of The Nashville Housing Authority, the within named bargainor, a corporation, and that they as such Vice-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 Floyd Adkisson as such Vice-Chairman, and attesting the same by the said Gerald Gimre as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee, on this the 13th day of June, 1958.

_____
Notary Public

My Commission expires: January 23, 1960.

DAVIDSON COUNTY, TENN.
County Court Clerk
JNO. B. COBB
JUN 16 1958
STATE TAX $ _____
PROBATE .50
TOTAL $ _____