

STATE OF ALABAMA *
*
MONTGOMERY COUNTY *

W A R R A N T Y D E E D

THIS INDENTURE, made and entered into this 11th day of July,
1973, between The Housing Authority of the City of Montgomery, Alabama,
hereinafter referred to as the Agency, and Rufus Lewis and Eleanor Lewis
Dawkins
hereinafter referred to as the Purchaser.

WITNESSETH: That the Agency, for and in consideration of the sum of
One hundred fifty and no/100 DOLLARS
(\$ 150.00), and other good and valuable considerations in hand paid,
the receipt of which is hereby acknowledged, does hereby grant, bargain, sell
and convey unto Rufus Lewis, a life estate and the remainder to Eleanor
Lewis Dawkins.

the following real estate situated in the County of Montgomery, State of
Alabama, and described as follows:

U. R. Block "2", U. R. Lot "A", Plat 8, State College Urban Renewal Area, as
recorded in the Office of the Judge of Probate of Montgomery County, Alabama
in Plat Book 25, at Page 114.

This conveyance is made subject to all restrictions, easements, and
rights of way of record affecting said property. This conveyance is further
made subject to the following covenants running with the land, to wit:

STATE OF ALABAMA
MONTGOMERY COUNTY

WARRANTY DEED

This indenture, made and entered into this _____ day of _____, 19____, between the Housing Authority of the City of Montgomery, Alabama, hereinafter referred to as the Agency, and _____, hereinafter referred to as the Purchaser.

WITNESSETH: That the Agency, for and in consideration of the sum of _____ Dollars, and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto _____, and his heirs and assigns forever, the following real estate situated in the County of Montgomery, State of Alabama, and described as follows:

This conveyance is made subject to all restrictions, covenants, and rights of way of record affecting said property. This conveyance is further made subject to the following covenants running with the land, to wit:

1. GENERAL COVENANTS:

A. The covenants running with the land set forth and particularized in the Restrictive Covenants filed of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 25 at Page 114.

B. Purchaser shall commence work on the improvements in accordance with plans approved by the Agency not later than N/A () days from the date of this instrument and shall diligently prosecute such, and shall complete the improvements within N/A consecutive calendar days from the date of this instrument.

C. Promptly after completion of the improvements in accordance with the approved plans and provisions of this instrument, the Agency shall furnish Purchaser an appropriate instrument certifying to the satisfactory completion of the improvements. Such certification shall be in a form recordable in the Office of the Judge of Probate of Montgomery County, Alabama, and shall be deemed conclusive proof (1) that the Purchaser has complied with the obligation to construct the building and improvements thereon, (2) further that The Housing Authority would exercise no further control over said property except with respect to the enforceability of the restrictive covenants in Paragraphs 1 (A), 1 D. (2), (3), hereof and the non-discrimination provisions of Paragraph 1 D (1) hereof, and (3) that the reverter clause as hereinafter set forth would no longer be applicable.

D. The Purchaser agrees for itself, its successors and assigns, to or of the property or any part thereof, that the Purchaser and such successors and assigns shall:

(1). Not discriminate upon the basis of race, color, sex 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 hereon or on any part thereof; and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by (a) the Agency, its successors and assigns, (b) the City of Montgomery, Alabama, and any successor in interest to the property, or any part thereof, (c) the owner of any other land, or of any interest in such land, within the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and (d) the United States, against the purchaser, its successors and assigns and every successor in interest to the property, or any part thereof or in interest therein, and any party in possession or occupancy of the property or any part thereof.

A. The Commission is authorized to make such rules and regulations as may be necessary to carry out its duties.

B. The Commission shall have the right to require the production of any books, papers, documents, or other records in the possession or control of any person who is or has been a party to the proceedings.

C. The Commission shall have the right to administer oaths and to require the sworn testimony of any person.

D. The Commission shall have the right to receive and consider any evidence which may be presented to it by any person.

E. The Commission shall have the right to make such recommendations as it may deem proper to the court in which it is sitting.

F. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

G. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

H. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

I. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

J. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

K. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

L. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

M. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

N. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

O. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

P. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

Q. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

R. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

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U. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

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W. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

X. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

Y. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

Z. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

AA. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

AB. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

AC. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

AD. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

AE. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

AF. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

AG. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

AH. The Commission shall have the right to make such other rules and regulations as may be necessary to carry out its duties.

In amplification, and not in restriction of, the provisions of Sections 1-A and 1-D(1) it is intended and agreed that the Agency and its successors and assigns shall be deemed beneficiaries of the covenants provided in Sections 1-A and 1-D(1) hereof, and the United States shall be deemed a beneficiary of the Covenant provided in Section 1-D(1) hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants have been provided. Such covenants shall run in favor of the Agency and the United States, for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency of the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants relate. The Agency shall have the right, in the event of any breach of the covenant provided in Section 1-d(1) hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

(2). Not change Improvements after their completion except in conformance with the Urban Renewal Plan.

(3). Devote property only to uses specified in the Urban Renewal Plan.

2. SPECIAL COVENANTS:

A. The following Special Covenants and/or easements, to-wit:

The Purchaser agrees for itself, its successors and assigns, to or of the property or any part thereof, that in the event that subsequent to conveyance of the real estate or any part thereof to the Purchaser and prior to completion of the Improvements as certified by the Agency:

- (a) The Purchaser (or successor in interest) shall default in or violate its obligation with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements) after written demand by the Agency so to do;

- (b) the Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the property or any part thereof when due, or shall place thereon any encumbrance or lien, except for the purposes of obtaining (a) funds only to the extent necessary for making the Improvements and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Purchaser to the Agency; or shall suffer any levy or attachment to be made, or any material men's or mechanic's lien, or any unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do; or
- (c) there is, in violation of the Contract of Sale, heretofore executed by the parties to this deed, any transfer of the property or any part thereof, or any change in the ownership or distribution of the stock of the Purchaser, or with respect to the identity of the parties in control of the Purchaser or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Purchaser,

then the Agency shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Agency) the estate conveyed by this Deed to the Purchaser; provided, that any such right of re-entry shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:

- (a) the lien of any valid mortgage or Deed of Trust permitted by paragraph 2A(b) Special Covenants; and
- (b) any rights or interests provided in the said Contract of Sale for protection of the trustees of any such Deed of Trust or the holders of any such mortgage.

TO HAVE AND TO HOLD the said bargained premises unto the purchaser, together with all singular the rights, members and appurtenances thereof to the same in any manner, belonging or appertaining to the only proper use, and behalf of the Purchaser forever, in FEE SIMPLE.

And the Agency covenants with grantee(s), their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances and that the Agency has a good right to sell and convey the same and the Agency will warrant and forever defend the right and title hereof in the Purchaser against the claims of all persons whomsoever.

The Board of Directors (or equivalent) shall have the right to determine the policy of the corporation and to elect and remove the officers and directors. The Board shall also have the right to determine the compensation of the officers and directors. The Board shall also have the right to determine the policy of the corporation and to elect and remove the officers and directors. The Board shall also have the right to determine the compensation of the officers and directors.

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(b) The Board of Directors shall have the right to determine the policy of the corporation and to elect and remove the officers and directors. The Board shall also have the right to determine the compensation of the officers and directors. The Board shall also have the right to determine the policy of the corporation and to elect and remove the officers and directors. The Board shall also have the right to determine the compensation of the officers and directors.

TO HAVE THE RIGHT TO DETERMINE THE POLICY OF THE CORPORATION AND TO ELECT AND REMOVE THE OFFICERS AND DIRECTORS. THE BOARD SHALL ALSO HAVE THE RIGHT TO DETERMINE THE COMPENSATION OF THE OFFICERS AND DIRECTORS. THE BOARD SHALL ALSO HAVE THE RIGHT TO DETERMINE THE POLICY OF THE CORPORATION AND TO ELECT AND REMOVE THE OFFICERS AND DIRECTORS. THE BOARD SHALL ALSO HAVE THE RIGHT TO DETERMINE THE COMPENSATION OF THE OFFICERS AND DIRECTORS.

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IN WITNESS WHEREOF, The Housing Authority of the City of Montgomery, Alabama, has caused this instrument to be executed by the 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 11th day of July, 19 73.

The Housing Authority of the
City of Montgomery, Alabama

By Lewis G. Odom, Jr.
Chairman



Attest:

J. C. Miller, Jr.
Secretary

STATE OF ALABAMA *
*
MONTGOMERY COUNTY *

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Lewis G. Odom, Jr. and J. C. Miller, Jr., whose names as Chairman and Secretary of The Housing Authority of the City of Montgomery, Alabama, a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

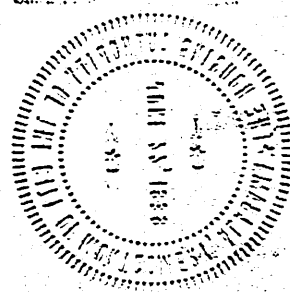
GIVEN under my hand and seal this the 11th day of July, 19 73.

Patricia C. Morgan
NOTARY PUBLIC



THE UNITED STATES OF AMERICA
DO hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Department of the Interior, at Washington, D. C., this 1st day of January, 1901.

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10-11-68 (10-11-68) 10-11-68



SECRET

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

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For emergency situations air as long as possible and evacuate if needed. Stay inside!

to "Merrill" dated 1946, and also an undated letterhead note of 1946.

[illegible]

Reference was made to the fact that the information was not in the file.

1953 1954 1955 and 1956 for the last 4 years 1953

