NUMBER 52738 RECORDED JAN 21,1941

OWEN WILSON SWINT, EXECUTOR OF THE ESTATE OF JOSEPH SWINT,DEC'D

TO APPOINTMENT OF SUB.TR

LAWRENCE SPERRY

WHEREAS, ON THE 18TH DAY OF APRIL,1938, JOSEPH HILL AND WIFE, ALICE HILL, EXECUTED A DEED OF TRUST TO OWEN WILSON SWINT, TRUSTEE, TO SECURE A SERIES OF 57 PROMISSORY NOTES, AGGREGATING THE SUM OF FOUR HUNDRED FIFTY SIX DOLLARS ($456.00), PAYABLE TO THEMSELVES AND ENDORSED BY THEM, THE FIRST ONE OF SAID NOTES BEING DUE ON THE 18TH DAY OF MAY,1938, AND EACH SUCCEEDING NOTE ON THE 18TH DAY OF EACH MONTH THEREAFTER UNTIL ALL OF SAID NOTES ARE PAID; ALL AS FULLY SET FORTH IN SAID DEED OF TRUST, WHICH IS OF RECORD IN BOOK 1087 AT PAGE 45, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, TO WHICH REFERENCE IS HERE MADE; AND WHEREAS,THE SAID OWEN WILSON SWINT, TRUSTEE, IS UNABLE AND REFUSES TO ACT AS SUCH TRUSTEE, AND HAS TENDERED HIS RESIGNATION.

NOW,THEREFORE, OWEN WILSON SWINT, EXECUTOR OF THE ESATE OF JOSEPH SWINT, DECEASED,THE OWNER AND HOLDER OF SAID NOTES, EXERCISING HIS AUTHORITY AS SUCH OWNER AND HOLDER, DOES BY THESE PRESENTS NOMINATE AND APPOINT LAWRENCE SPERRY,AS SUBSTITUTE TRUSTEE, WHO IS VESTED WITH ALL THE RIGHTS, POWERS AND PRIVILEGES OF THE ORIGINAL TRUSTEE NAMED IN SAID DEED OF TRUST.

IN WITNESS WHEREOF THE SAID OWEN WILSON SWINT, EXECUTOR OF THE ESTATE OF JOSEPH SWINT, DECEASED, HAS HEREUNTO SET HIS SIGNATURE;THIS THE 18TH DAY OF JANUARY,1941.

OWEN WILSON SWINT

EXECUTOR OF THE ESTATE OF JOSEPH SWINT,DECEASED

STATE OF TENNESSEE- COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, WM.C. CRUTCHFIELD, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY,THE WITHIN NAMED OWEN WILSON SWINT, EXECUTOR OF THE ESTATE OF JOSEPH SWINT, DECEASED, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE AT NASHVILLE,TENNESSEE, THIS THE 18 DAY OF JANUARY ,1941.

(SEAL) WM. C. CRUTCHFIELD,
NOTARY PUBLIC

COM.EXPIRES JAN 7 1945

REC'D JAN 21,1941 AT 8:15 A.M.

NUMBER 52840 RECORDED JAN 22,1941

IMMANUEL BAPTIST CHURCH, INC

TO

E.GRAY SMITH

COPY OF RELEASE BOOK NO. 1153 PAGE NO. 488 R.O.D.C. TENN.

FOR AND IN CONSIDERATION OF THE SUM OF FORTY THOUSAND & NO/100 ($40,000.00), PAID AND TO BE PAID AS HEREINAFTER PROVIDED BY E.GRAY SMITH TO IMMANUEL BAPTIST CHURCH,THE SAID IMMANUEL BAPTIST CHURCH,A CORPORATION,ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAS THIS DAY BARGAINED AND SOLD, AND BY THESE PRESENTS DOES HEREBY TRANSFER AND CONVEY

UNTO THE SAID E.GRAY SMITH, HIS HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF NASHVILLE, AND IN THE FIRST CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE:

A TRACT OF LAND IN THE 21ST WARD OF THE CITY OF NASHVILLE BEING SHOWN AS A PART OF THE UNDIVIDED PROPERTY ON THE PLAN OF ELLISTON OF RECORD IN BOOK 21, PAGE 141, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE,DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST INTERSECTION OF WEST END AVENUE AND 24TH AVENUE NORTH, FORMERLY FARRELL STREET;THENCE ALONG THE WESTERLY MARGIN OF 24TH AVENUE NORTH, NORTHERLY 247 FEET, MORE OR LESS, TO THE SOUTHWEST INTERSECTION OF SAID AVENUE AND ELLISTON PLACE, FORMERLY RICHLAND TURNPIKE;THENCE WITH THE MARGIN OF THE SAME SOUTHWESTERLY 125-½ FEET, MORE OR LESS,TO A POINT, THE NORTHEAST CORNER OF THE LAND CONVEYED TO WILLIAM NELSON BY DEED OF RECORD IN BOOK 444, PAGE 522, SAID REGISTER'S OFFICE;THENCE SOUTHERLY ALONG WHAT WAS NELSON'S EASTERLY LINE 218 FEET, MORE OR LESS, TO THE NORTH MARGIN OF WEST END AVENUE;THENCE WITH THE MARGIN OF THESAME EASTERLY 125 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO IMMANUEL BAPTIST CHURCH,INC., BY TWO DEEDS, ONE FROM FRANK M.WASHINGTON,UNMARRIED, OF RECORD IN BOOK 647 PAGE 475, AND THE OTHER FROM HOOPER LOVE AND WIFE, OF RECORD IN BOOK 647, PAGE 476, SAID REGISTER'S OFFICE.

THE CONSIDERATION ABOVE MENTIONED IS PAID AND TO BE PAID AS FOLLOWS: FIVE THOUSAND & NO/100 DOLLARS($5,000.00)CASH IN HAND PAID,RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE BALANCE OF THIRTY-FIVE THOUSAND & NO/100 DOLLARS ($35,000.00), THE SAID E.GRAY SMITH HAS EXECUTED HIS PROMISSORY NOTE OF EVEN DATE WITH THIS INSTRUMENT, PAYABLE TO THE ORDER OF THE FIRST MORTGAGE COMPANY OF NASHVILLE,NASHVILLE,TENNESSEE, AS TRUSTEE FOR THOSE CERTAIN INDIVIDUALS AND CORPORATIONS NAMED IN A CERTAIN SEPARATE INSTRUMENT OF EVEN DATE WITH THIS INSTRUMENT BY AND BETWEEN THE SAID THE FIRST MORTGAGE COMPANY OF NASHVILLE AND CERTAIN OF THE SAID NAMED INDIVIDUALS AND CORPORATIONS. SAID NOTE FOR THIRTY-FIVE THOUSAND & NO/100 DOLLARS ($35,000.00) IS PAYABLE IN INSTALLMENTS AS HEREINAFTER SET FORTH AND BEARS INTEREST FROM DATE AT THE RATE OF FOUR AND ONE-HALF PERCENT (4½%) PER ANNUM, PAYABLE MONTHLY, ON THE WHOLE AMOUNT OF SAID PRINCIPAL SUM REMAINING FROM TIME TO TIME UNPAID. THE SAID NOTE IS PAYABLE AS FOLLOWS:

ON THE 20TH DAY OF FEBRUARY,1941, THE SUM OF $267.75,AND A LIKE SUM OF $267.75 ON THE 20TH DAY OF EACH MONTH THEREAFTER, UP TO AND INCLUDING THE 20TH DAY OF DECEMBER ,1955, AND THE BALANCE ON THE 20TH DAY OF JANUARY 1956.

EACH OF SAID PAYMENTS SHALL BE APPLIED, FIRST, TO THE PAYMENT OF INTEREST DUE, AND THE BALANCE OF EACH PAYMENT SHALL BE APPLIED TO THE PRINCIPAL OF SAID NOTE.

A LIEN IS HEREBY EXPRESSLY RETAINED BY THE VENDOR ON THE PROPERTY HEREBY CONVEYED TO SECURE THE PAYMENT OF THE ABOVE DESCRIBED NOTE. THE PAYMENT OF SAID NOTE IS ALSO SECURED BY A DEED OF TRUST OF EVEN DATE WITH THIS INSTRUMENT, EXECUTED BY E.GRAY SMITH AND WIFE, TO E.E. MURREY,TRUSTEE.

AS A PART OF THE CONSIDERATION FOR THIS CONVEYANCE, THE LEASE NOW EXISTING BETWEEN GRANTOR AND GRANTEE COVERING THE ABOVE PROPERTY, IS