WARRANTY DEED — ATTORNEYS TITLE COMPANY

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Trustees of Parkwood Cumberland Presbyterian Church	EXEMPT	MAP 50-14
(NAME:) 3203 Brick Church Pike	(NAME:)	PAR 119
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	ALL 120 16081
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of $10.00

- - - TEN AND NO/100 - - - - - - - - - - - - - - - - DOLLARS

cash in hand paid by Lloyd Mitchell, Edgar Harlin, Thomas Preslar, William Karnes, James Driver, Don R. Moore, Leo Vincent, Paul Simmons, Billy Halliburton, Trustees of the Parkwood Cumberland Presbyterian Church, receipt of which is hereby acknowledged, and other good and valuable consideration,

We, Eldred Knight, W. J. Smith, Gerald Hunter, Carlton Averett, Trustees of the Nashville Presbytery of the Cumberland Presbyterian Church, with full power to transfer and convey,

have bargained and sold, and by these presents do transfer and convey unto the said Lloyd Mitchell, Edgar Harlin, Thomas Preslar, William Karnes, James Driver, Don R. Moore, Leo Vincent, Paul Simmons and Billy Halliburton, Trustees of the Parkwood Cumberland Presbyterian Church, their successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Land in the 12th Civil District of Davidson County, Tennessee, described as follows:
Beginning at a hub in the easterly margin of Brick Church Pike, being 150 feet north of the center line of intersection of Brick Church Pike and Richmond Hill Drive in the Plan of Parkwood Estates, Section One, Book 2900, page 120, R.O.D.C. Tennessee; thence with the easterly margin of Brick Church Pike north 0° 58' east 270.2 feet to the PC of an arc being the arc for the southeast intersection of Brick Church Pike and theproposed Briley Parkway; thence with said arc having a radius of 500 feet, a distance of 75 feet to an iron pin; thence leaving said arc north 70° 52' east 161.05 feet to an iron pin in the westerly margin of the turnaround of Spears Court with a curve having a radius of 40 feet, a distance of 62.0 feet to a hub; thence with a curve having a radius of 80 feet, a distance of 40.42 feet to a hub being the PC of an arc at the intersection of Spears Court and Spears Road; thence with said arc having a radius of 25 feet, a distance of 35.22 feet to the PT of said Arc in the westerly margin of Spears Road; thence continuing with the westerly margin of Spears Road with a curve having a radius of 285.00 feet, a distance of 12.45 feet to a hub; thence south 4° 03' east 306.87 feet to the PC of a curve; thence with said curve having a radius of 916.99 feet a distance of 36.04 feet, to a hub being the northeast corner of lot No. 35 in said Parkwood Estates, Section One; thence with the northerly boundary of the said Parkwood Estates, Section One, and leaving the westerly margin of Spears Road; thence south 88° 13' west 105.7 feet to a concrete monument; thence north 51° 41' west 62.35 feet to a concrete monument; thence south 45° 58' west 43.0 feet to a concrete monument; thence north 89° 02' west 115.0 feet to the point of beginning, and containing 2.44 acres.
Being the same property conveyed to Peter B. Curlin, Gerald S. Hunter and W. J. Smith, Jr., Trustees of the Nashville Presbytery of the Cumberland Presbyterian Church by deed from Lewis Gaines, Trustee, as recorded in Book 3280, page 115 of the Register's Office of said County.

This conveyance is made subject to all the restrictive covenants for the use of the premises conveyed as set forth in the instrument of covenants as of record in book 3136, page 52, R.O.D.C. Tennessee.

Among the covenants therein contained is a provision for a lien on all the properties in Parkwood Estates for the payment of charges for sewage services, and it is the intention of this instrument to expressly retain a lien on the property herein conveyed, and on each separate lot or parcel of land, uniform throughout the subdivision. Said covenant is as follows:

Now, so as to provide funds to insure to all property owners continuous and uninterrupted service, a lien is hereby retained on each and every parcel of land conveyed in this subdivision, and all purchasers thereof agree, for themselves, their heirs, executors and assigns, that their separate properties, that is each lot or parcel of land on which improvements have been made, are impressed with a lien to Parkwood Service Company for such sewage service charges. Such lien shall be accumulative and shall continue in full force and effect, irrespective of any Statute of Limitations for the institution of suit, until all charges are paid in full and shall continue and be binding on any purchaser of the property, and shall be enforceable in any Court of law and equity, and any unpaid balance shall bear six (6%) percent from the date due. However, the lien herein established and declared shall be subordinate and secondary to any subsisting valid, outstanding and existing first mortgage on the property but not subordinate to any other lien, contractual or impressed by law.

This lien and covenant shall run with the land and continue to exist so long as Parkwood Service Company or its successor is furnishing sewage service to the property as declared, defined and directed by the Public Service Commission of Tennessee.

This conveyance further specifies that if the time should ever come in which the Parkwood Congregation should cease to exist or transfer its relationship to another denomination the entire property listed above reverts back to the Nashville Presbytery of the Cumberland Presbyterian Church.

~~Unimproved~~ ( )

This is improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Lloyd Mitchell, Edgar Harlin, Thomas Preslar William Karnes, James Driver, Don R. Moore, Leo Vincent, Paul Simmons, ~~Billy Halliburton, Trustees of the Parkwood Cumberland~~ heirs and assigns, forever. Presbyterian Church, their successors and assigns, forever.

And we do covenant with the said ~~Lloyd Mitchell, Edgar Harlin, Thomas Preslar~~ William Karnes, James Driver, Don R. Moore, Leo Vincent, Paul Simmons, Billy Halliburton that we are lawfully seized and possessed of said land in /Trustees of the Parkwood Cumberland Presbyterian Church fee simple; have a good right to convey it, and the same is unencumbered.

And we, Eldred Knight, W. J. Smith, Gerald Hunter, Carlton Averett, Trustees of the Nashville Presbytery of the Cumberland Presbyterian Church,

do further covenant and bind ourselves, our successors and representatives, to warrant and forever defend the title to the said land to the said Trustees of the Parkwood Cumberland Presbyterian Church, their successors and assigns against the lawful claims of all persons whomsoever.

Witness our hand s this 8th day of February, 1965

Carlton Averett

Eldred Knight

Gerald S Hunter

William J Smith Jr -

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

_____

_____

the bargainor____, with whom I am personally acquainted, and who acknowledged that_____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at_____, Tennessee, this_____ day of_____, 19____.

_____, Notary Public

Commission Expires_____

STATE OF _____
County of _____

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named_____

_____

_____

the bargainor____, with whom I am personally acquainted, and who acknowledged that_____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at_____, this_____ day of_____, 19____.

_____, Notary Public

Commission Expires_____

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared Eldred Knight, W. J. Smith, Gerald Hunter and Carlton Averett with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the Trustees of the Nashville Presbytery of the Cumberland Presbyterian Church the within named bargainor, a corporation, and that (he) as such Trustees, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at Nashville, Tennessee on this the 8th day of February 1965

My commission expires Sept. 12, 1966

Notary Public

BOOK 3860 PAGE 798

STATE TAX $ 1.30
PROBATE .50
TOTAL $ 1.80

FEB 12 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID FEB 12 1965

CT

WARRANTY DEED

FROM

Trustees of Nashville Presbytery of Cumberland Presbyterian Church

TO

Trustees of Parkwood Cumberland Presbyterian Church

68999

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 15 11 00 AM '65

RECORDING FEE 2.50
DEP. REG. C

Attorneys TITLE COMPANY, INC. NASHVILLE, TENN.