Prepared by Anon N Williams Atty
247 Charlotte Ave

BOOK 4078 PAGE 699
DEED OF CORRECTION

Send Tax Statement
1243 Maple St
Map 105-3 P.306 No.

This Deed of Correction made and entered into on this the 14 day of November 1966 by and between Otha Avery, Sam Overton, William J. Harris and Hortis R. Elam, Sr., Trustees of Mt. Carmel Baptist Church, as Trustees of said Church only and not in our individual capacities, parties of the first part, and Fred Palmer, West Coplan, William Hunter, Charley Jordan and Mitchell Lynch, Trustees of Mt. Pisgah Missionary Baptist Church, as Trustees of said Church only and not in our individual capacities, parties of the second part, and Alfred C. Galloway, Trustee, party of the third part,

WITNESSETH:

Whereas, on the 13th day of June 1966, by Installment Deed recorded in the Register's Office of Davidson County, Tennessee in Deed Book No. 4052, page 862, the above named parties of the first part conveyed to the above named parties of the second part certain land in Davidson County, Tennessee, and said parties of the second part, in the same instrument, reconveyed said land to the above named party of the third part, Alfred C. Galloway, Trustee, in trust upon certain covenants recited in said instrument to secure payment of a promissory note of even date with said Installment Deed in amount of $3,500.00 executed by said parties of the second part to said parties of the first part to secure the balance of the purchase price for said land and, in addition a lien was retained by first parties upon said land in said Deed to secure payment of said promissory note; and

Whereas, said Deed is irregular because said land is improperly described in that said parties of the first part owned and intended to convey, and said parties of the second part intended to purchase and reconvey in trust, only Lot No. 29 on the Map of Wilkins' Resubdivision, but the description in said Deed

inadvertently and mistakenly included, in addition to said Lot No. 29, also Lots Nos. 30, 31 and 32 in said Resubdivision, which latter three Lots the said parties of the first did not own at the time and were not included in the transaction; and said description in said Deed also mistakenly recited the name of the derivation grantor as "R. D. Mallernee" instead of the correct name of "R. O. Mallernee", and recited the derivation Deed Book Number as "2916" instead of the correct number of "2196"; and

Whereas, the parties desire to correct the aforesaid Installment Deed.

Now therefore this Deed of Correction Witnesseth:

That for and in consideration of the premises, and of the sum of $1.00 by the said second parties to the said first parties this day cash in hand paid, receipt of which is hereby acknowledged, the said first parties do hereby grant, sell, transfer and convey unto the said second parties, their heirs and assigns, expressly retaining however a lien on said land herein conveyed to secure payment of said promissory note, principal and interest, and attorney's fees, the following real estate in Davidson County, Tennessee:

> Land in Davidson County, Tennessee, being Lot No. 29 on the Map of Wilkins' Resubdivision, as of record in Book 421, page 148, Register's Office for said County.
> Said lot fronts 50 feet on the westerly side of 1st Avenue South or Maple Street and runs back between parallel lines, 183½ feet to an alley.
> Being the same property conveyed to Otha Avery, James Sulcer, Frank McKeeva, Sam Overton and Josie Davis, Trustees of Mt. Carmel Baptist Church, by deed from R. O. Mallernee and wife, as of record in Book 2196, page 585, said Register's Office.

TO HAVE AND TO HOLD the said above described real estate, together with all improvements thereon, unto said parties of the second part, their heirs and assigns, in fee simple forever.

And the first parties covenant that they were duly and lawfully seized and possessed of said property on the 13th day of June, 1966; that they had a perfect right to convey the same;

that the same was free and clear of all encumbrances, and the title to said property the said first parties will forever warrant and defend against the claims and demands of all persons whomsoever.

And the said second parties, in consideration of the premises, and of the sum of $1.00 by the said third party to the said second parties this day cash in hand paid, receipt of which is hereby acknowledged, and for the purpose of securing the payment of said promissory note referred to hereinabove and in said Deed of record in Deed Book 4052, page 862 and for the purposes and upon the covenants stated in said lastmentioned Deed, all of which are incorporated herein by reference and made a part of this Deed of Correction as fully and effectively as if copied herein verbatim, hereby transfer and convey unto the said party of the third part, Alfred C. Galloway, Trustee, his successors and assigns, the said real estate hereinbefore described, in trust for the purposes and upon the trust convenants aforesaid only, which are explicitly stated in said Installment Deed of record in Deed Book 4052, page 862, said Register's Office, and none other.

Witness the signatures of the said first, second and third parties respectively on the day and year first above written.

Otha Avery

Otha Avery

Sam Overton

William James Harris

William J. Harris

Hortis R. Elam, Sr.

Trustees of Mt. Carmel Baptist Church

Fred Palmer

Fred Palmer

West - Coplans

West Coplan

William Hunter

William Hunter

Charley Jordan

Charley Jordan

Mitchell Lynch

Mitchell Lynch

Trustees of Mt. Pisgah Missionary Baptist Church

Alfred C. Galloway, Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Robert Martin, a Notary Public in and for said County and State, the within named Otha Avery, Sam Overton, William J. Harris and Hortis R. Elam, Sr., Trustees, of Mt. Carmel Baptist Church, as Trustees of said Church only and not in their individual capacities, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 15th day of November, 1966.

Commission Expires: My Commission Expires Oct. 29, 1969

Robert Martin, Notary Public

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Robert Martin, a Notary Public in and for said County and State, the within named Fred Palmer, West Coplan, William Hunter, Charley Jordan and Mitchell Lynch, Trustees of Mt. Pisgah Missionary Baptist Church, as Trustees of said Church only and not in their individual capacities, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 15th day of November, 1966.

Commission Expires: My Commission Expires Oct. 29, 1969

Robert Martin, Notary Public

NO STATE TAX DUE

NOV 18 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

BOOK 4078 PAGE 703

COUNTY OF DAVIDSON

Personally appeared before me, Hobart Marks, a Notary Public in and for said County and State, the within named Alfred C. Galloway, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he exeucted the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 15th day of November, 1966.

Commission Expires: _____

My Commission Expires Oct. 29, 1969

Hobart Marks, Notary Public

BOOK 4078 PAGE 704

TRUSTEES OF MT. CARMEL
BAPTIST CHURCH

TO

TRUSTEES OF MT. PISGAH
MISSIONARY BAPTIST CHURCH

2.25

DEED OF CORRECTION

51581

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Nov 18 9 30 AM '66

NOTED: BOOK 115 PAGE 352
RECORDING FEE $ 2.75
DEP. REG. .22

LOOBY AND WILLIAMS
ATTORNEYS AT LAW
McCLELLAN-LOOBY BUILDING
CHARLOTTE AT FOURTH
NASHVILLE, TENNESSEE
ALPINE 5-8457-8