JMB:ne 1&4
12-8-67

PREPARED BY JOHN M. BARKSDALE, ATTORNEY Nash Bk & Tr Bldg

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Nashville YMCA (NAME:)	Exempt (NAME:)	Map 117-14
226-7th Ave North (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4200 PAGE 4 (STREET ADDRESS)	Par. 140.2
Nashville Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

DEED OF GIFT

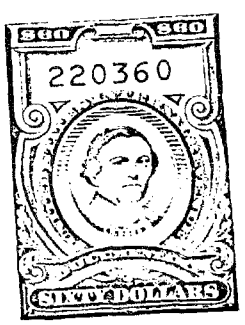
Pursuant to proper corporate action and authorization of the stockholders and directors of each of the undersigned, H. G. Hill Company and H. G. Hill Realty Company, each being a corporation chartered, organized and existing under the laws of the State of Tennessee and each having its principal office and place of business in Nashville, Tennessee, and each being the owner of an undivided one-half interest in the real estate hereinafter described, and each desiring to aid in furthering the charitable and public welfare program and activities of Nashville Young Men's Christian Association, a public welfare corporation or association of Nashville, Tennessee, desire to make a contribution to said organization; and accordingly, do hereby give, transfer and convey to Nashville Young Men's Christian Association, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

A tract of land in the 7th, formerly 11th, Civil District of Davidson County, Tennessee, being part of Lot #9 on the plan of the division of the lands of Andrew Castleman, deceased, as of record in Minute Book "J", page 30, County Court for said county, described in more detail as follows:

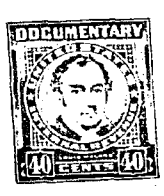
Beginning at an iron pin on the westerly margin of Hillsboro Circle, said iron pin being 15 feet northerly from the northeast corner of Lot 12 on the plan of Hillsboro-Hobbs Road Subdivision, as of record in Book 1130, page 80, Register's Office for said county; thence westwardly 150 feet to an iron pin; thence southerly 10 feet to an iron pin in the common boundary line between Lots 8 and 9 on said plan of the division of the lands of Andrew Castleman; thence with the line between Lots Nos. 8 and 9, westwardly 695 feet, more or less, to a stake, being the corner of Lots Nos. 9 and 10; thence with the line between Lots Nos. 9 and 10 north 3° 23' east 500 feet to a stake in the southern line of part of said Lots Nos. 9 and 10 conveyed to E. M. Kelley by deed from First Savings

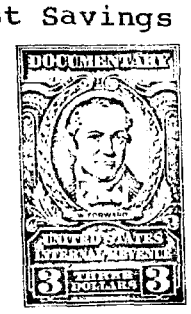












Bank & Trust Company, Trustee, of record in Book 460, page 615, Register's Office for said county; thence with the southerly boundary line of a part of said Lot No. 9 conveyed to Mrs. Anne C. McInturff, by deed from George C. Waters and wife, of record in Book 712, page 373, Register's Office for said county, and the southern boundary line of another part of said Lot No. 9 conveyed to George C. Waters and wife, Betty M. Waters, by deed from W. W. Crandell and wife, of record in Book 530, page 51, said Register's Office, south 87° 26' east 674 feet, more or less, to a stake in the westerly margin of Hillsboro Circle; thence with the westerly margin of Hillsboro Circle southerly 515 feet, more or less, to the point of beginning. Containing 8-1/2 acres, more or less.

Said tract is part of the same property conveyed to H. G. Hill Realty Company by Third National Bank in Nashville, as Executor of the will of J. Fred Pilkerton, deceased, recorded in Book 1360, page 298, Register's Office for Davidson County, Tennessee.

Said tract of land is subject to a 20 foot permanent easement for sanitary sewer conveyed unto Metropolitan Government of Nashville and Davidson County, Tennessee, on July 30, 1965, said easement being 20 feet wide and adjacent to the northerly part of the westerly line of this tract for a distance of 276 feet, more or less.

Above tract is also subject to a 30 foot permanent easement adjacent the easterly portion of the northerly boundary of said tract, granted by H. G. Hill Realty Company to the Metropolitan Government of Nashville and Davidson County, Tennessee, for storm drainage purposes as evidenced by written instrument dated June 24, 1964.

Said property is unimproved and is known as

4001 Hillsboro Circle

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Nashville Young Men's Christian Association, its successors and assigns, forever.

And we, H. G. Hill Company and H. G. Hill Realty Company,

do further covenant with the said Nashville Young Men's Christian Association that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except for easements described hereinabove.

And we, H. G. Hill Company and H. G. Hill Realty Company, do further covenant and bind ourselves and our successors to warrant and forever defend the title to the said land to the said Nashville Young Men's Christian Association, its successors and assigns, against the lawful claims of all persons whosoever.

This gift of the above described land is made to said grantee to further the work of the grantee and it is made on and subject to the following condition that if said grantee or its successor decides not to use all or any part of said land, from time to time, and if grantee, or its successors, receives from a financially responsible offeror a bona fide written offer, or offers, to purchase or lease said realty, or any part thereof, from time to time, which grantee, or its successor, is willing to accept, written notice thereof accompanied by an executed counterpart or copy of such signed offer, or offers, shall be delivered to grantors: and grantors, or either of them, in the event the other does not exercise its rights hereunder within the time provided therefor, shall have thirty (30) days from the date of receipt of such written notice and offer in which to notify grantee in writing that grantors, or either of them, agree (s) to purchase or lease the property described in such offer upon the terms provided for therein: and in the case of an offer to purchase, such notice from grantors, or either of them, shall specify a date for closing sale and for delivery of deed in compliance with terms of payment of said offer at a place in Davidson County, Tennessee, designated in said notice and on a business day between the hours of 10:00 A.M.,

and 2:00 P.M., which day shall not be earlier than five (5) days nor later than ten (10) days from the date such notice from grantors, or either of them is posted in the United States mail properly stamped and addressed to said grantee. At such time and place, sale shall be closed and deed delivered to grantors, or either of them. If neither grantor elects to purchase or lease the property covered by such original offer, as provided above, sale or lease may be made thereunder to the original offeror from and after lapse of thirty (30) days from the date notice of the offer is delivered to grantors, provided it is made in strict accord with said offer.

Nothing in the foregoing paragraph shall be construed as affecting the right of the grantee, or its successor, from mortgaging the property, or any part thereof, for the purpose of improving the same; provided, however, any and all such mortgages shall contain a provision requiring the holder of the debt and trustee, if any, to give grantors written notice of the date of any foreclosure sale at least twenty (20) days prior to the date fixed for such sale.

IN TESTIMONY WHEREOF, H. G. Hill Company and H. G. Hill Realty Company have caused these presents to be executed by their duly authorized officers on this 12th day of December, 1967.

H. G. HILL COMPANY

BY H. G. Hill Jr.
President

ATTEST:

C. A. Keltner
Secretary

H. G. HILL REALTY COMPANY

BY H. G. Hill Jr.
President

ATTEST:

C. A. Keltner
Secretary

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Before me, Margaret A. Turner a notary public in and for the state and county aforesaid, personally appeared H. G. Hill, Jr., and Clyde A. Keltner, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the President and Secretary, respectively, of H. G. Hill Company, one of the within named bargainors, a corporation, and that they, as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by H. G. Hill, Jr., as President and attesting same by Clyde A. Keltner, as Secretary, and affixing the seal of the company thereto.

WITNESS MY HAND and official seal at office in Nashville, Tennessee, this 13th day of December, 1967.

Margaret A. Turner
Notary Public

My Commission Expires:
July 20, 1971

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY STATE OF TENN.
DEC 22 5 34 PM '67
RECORDING FEE $ 1.50 BOOK 4200 PAGE 31
DEP. REG. 22

0 0 7 5 2

STATE TAX $ 35.00
PROBATE .50
TOTAL $ 35.50

STATE OF TENNESSEE]
:
COUNTY OF DAVIDSON]

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STATE TAX $ 35.00
PROBATE .50
TOTAL $ 35.50

DEC 22 1967

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

PAID DEC 22 1967