FROM:

Rock City Ice Cream Company, Inc.

TO:

Trustees of First Baptist Church

This Instrument Prepared By:

Thomas M. Black
Attorney at Law
500 Court Square Building
Nashville, Tennessee 37201

Map. 93-6
Pcl. 6 pw

BOOK 4376 PAGE 690

Address New Owner as Follows:

Trustees of First Baptist Church
7th Avenue and Broad Street
Nashville, Tennessee 37203

Send Tax Bills To: Map-Parcel Numbers

Rock City Ice Cream Company, Inc.
6th Avenue, South & McGavock Street
Nashville, Tennessee 37203

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $175,000.00.

C. E. Black
Affiant

Subscribed and sworn to before me, this the 1st day of Nov., 1969.

Thomas M. Black
Notary Public

My Commission Expires: 1-23-72
(AFFIX SEAL)

NOV-3 69 CONV 90,000.00 3 Conv Total 175,000.00
NOV-3 69 CONV 85,000.00 3
NOV-3 69 MORT'G 75,000.00 3 Mtgs Total 150,000.00
NOV-3 69 MORT'G 75,000.00 3
NOV-3 69 S'TAX B* 455.00
NOV-3 69 S'TAX B* 148.00
NOV-3 69 PR'FEE B* .50
NOV-3 69 W'DEED B* 10.50 * 614.00

IDENTIFICATION REFERENCE

NOV 3 10 23 AM '69

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

A 59328

WARRANTY DEED BOOK 4376 PAGE 691

FOR AND IN CONSIDERATION of the sum of One Hundred Seventy Five Thousand ($175,000.00) Dollars of which Twenty Five Thousand ($25,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of One Hundred Fifty Thousand ($150,000.00) Dollars, the First Baptist Church of Nashville through its authorized party, the same being the Treasurer of the church, has this day executed its one promissory note for One Hundred Fifth Thousand ($150,000.00) Dollars which is payable in two years from date and upon which payments of interest will be payable semi-annually, the first of said interest payments to be due and payable on the 1st day of May, 1970 said amount of interest being equal to the average prime interest rate at the First American National Bank for each six (6) month period on the balance due on said note, and which said note provides for payment of attorney's fees, in the event of default, and to secure the payment of all of which, principal, interest and attorney's fees, a lien is hereby expressly retained on the land hereinafter conveyed, Rock City Ice Cream Company, Inc. has this day bargained and sold, and does hereby transfer and convey unto the Trustees of the First Baptist Church of Nashville, their successors and assigns certain real estate in Davidson County, Tennessee described as follows:

Being five parts of Lot No. 9 on the Plan of Southfield, as of record in Book "N", page 459, Register's Office for said County, described according to a survey made by S. R. Sanford, March 27, 1948, as follows:

Beginning at the northwest corner of McGavock Street and 6th Avenue, South, as widened; thence with the northerly margin of McGavock Street, westwardly 149 feet 3 inches, more or less, to the easterly margin of an alley; thence with the easterly margin of said alley, northwardly 173 feet 6 inches, more or less; thence eastwardly 148 feet 6 inches, more or less, to the westerly margin of 6th Avenue, South, as widened; thence with the westerly margin of said Avenue, southwardly 173 feet to the beginning.

Being the same property conveyed from Leonard B. Cash and wife, Mabyn Cash, to Rock City Ice Cream Company, Inc. by deed of record in Book 2484, page 541, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging to the said Trustees of First Baptist Church of Nashville, their successors and assigns forever. Rock City Ice Cream Company, Inc. covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

Rock City Ice Cream Company, Inc. further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to the Trustees of the First Baptist Church of Nashville, their successors and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary Court proceedings for the enforcement of said lien in the event of the non-payment of said note, or any of the installments thereof, as hereinafter provided, for the consideration of One ($1.00) Dollar to it in hand paid, the said Trustees of First Baptist Church of Nashville do hereby transfer and convey unto A. O. Buck, Trustee, his successors and assigns, the real estate hereinabove described with appurtenances, estate, title and interest thereto belonging upon the following uses and trusts: The Trustees of the First Baptist Church of Nashville do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured against fire with extended coverage in some reliable fire insurance company or companies for at least the sum of One Hundred Thousand ($100,000.00) Dollars until the note herein secured is fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the owner and holders of said note, as their interests may appear.

The Trustees of the First Baptist Church of Nashville further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case they fail to do either, then the said Trustee, or the legal owners and holders of said note, may do any or all of these things

and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if the Trustees of the First Baptist Church shall pay the note, or any installments of interest thereof, when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if they fail to pay said note, or any interest installment, or part thereof, promptly when due, or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; or fail to reimburse the Trustee or lawful owners and holders of said note for all sums, with interest so expended by said Trustee, or lawful owners and holders of said note, the entire balance shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving thirty (30) days notice by four (4) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every other kind, which are hereby expressly waived; and the said Trustee, or successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The Trustees of the First Baptist Church of Nashville agree that the Trustee may, at any time after default in payment of said note, or any interest installment thereof, enter and take possession of said property, and shall only account for the net rents actually received by him. They further agree that, in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof on the delivery to him by the Trustee as follows:

1st. To the payment of all costs, charges and

expenses of executing this conveyance and enforcing said lien is herein provided; also reasonable attorney's fees for advice in the premises, or for instituting and defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid installments of said note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to the Trustees of the First Baptist Church of Nashville, and their representatives or assigns.

In case of the death, absence, liability or refusal to act of said Trustee, at any time when action under the foregoing power and trust may be required, the lawful owners and holders of said lien note are hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to A. O. Buck, Trustee, shall be vested in said successor.

IN WITNESS WHEREOF, the parties to this instrument have caused their names to be signed hereto by their duly authorized officers and parties on this the 1st day of November, 1969.

ROCK CITY ICE CREAM COMPANY, INC.

BY: _____
President

FIRST BAPTIST CHURCH OF NASHVILLE, INCORPORATED

BY: TRUSTEES

_____
Leonard Hill

_____
Fred Sheats

_____
Robert C. Taylor

T. H. Darden, Sr.

Orville Nugent, Jr.

K. D. Hurley

James P. Guenther

Roy Dennis

Manning B. Kirby

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Thomas M. Black, a Notary Public for said County and State, Donald T. Brothers with whom I am personally acquainted and who, upon oath, acknowledged himself to be President of the Rock City Ice Cream Company, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Witness my hand and seal at office in Nashville, Tennessee, this 1st day of November, 1969.

Thomas M. Black
Notary Public

My Commission Expires: 1-23-72

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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Before me, Thomas M. Black, a Notary Public of the State and County aforesaid, personally appeared Leonard Hill, Fred Sheats, Robert C. Taylor, T. H. Darden, Sr., Orville Nugent, Jr., K. D. Hurley, James P. Guenther, Roy Dennis, Manning B. Kirby, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Trustees of the First Baptist Church of Nashville, the within named bargainor, a corporation, and that they as such Trustees being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the First Baptist Church, a corporation, by themselves as Trustees.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of November, 1969.

Thomas M. Black
Notary Public

My Commission Expires: 1-23-72