Map. 83-13
Par. 509
Map. 93-8
Par. 24 pw

BOOK 4407 PAGE 441

WARRANTY DEED

WHEREAS, under the sponsoring and leadership of Edgefield Baptist Church of Nashville, its mission and chapel located at 816 - South Sixth Street, Nashville, Tennessee has grown, developed and now has been established and constituted a regular missionary Baptist Church in the Nashville Association of the Tennessee and Southern Baptist Conventions; and

WHEREAS, it is now the desire of Edgefield Baptist Church to transfer title to the property purchased and used for the new Church, to said Church, under the terms, provisions and conditions hereinafter stated;

NOW, THEREFORE, for and in consideration of the sum of TEN and no/100 ($10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt of which are hereby acknowledged, and the assumption by the grantee herein of an unpaid balance of an original note in the amount of FIFTEEN THOUSAND and no/100 ($15,000.00) DOLLARS, secured by a deed of trust payable to the Volunteer Federal Savings and Loan Association of record in Book 3495, page 356, Register's Office for Davidson County, and the further assumption by the grantee of an unpaid balance of an original note in the amount of NINE THOUSAND SIX HUNDRED and no/100 ($9,600.00) DOLLARS, secured by a deed of trust payable to the Security Federal Savings and Loan Association of Nashville of record in Book 3500, page 960, said Register's Office, the EDGEFIELD BAPTIST CHURCH, a Tennessee corporation, has bargained and sold, and by these presents, does transfer and convey to WOODCOCK MEMORIAL BAPTIST CHURCH of Nashville, Tennessee, the following tracts of property in Davidson County, Tennessee, described as follows, to wit:

TRACT 1: Being part of Block 18 on the Map of D. B. Cooper's Addition to East Nashville, as of record in Book 51, page 154, Register's Office for said County, and described as follows:

Beginning at a point on the westerly margin of South 6th Street, at the southeast corner of the property conveyed to H. C. McIntyre and wife, by deed from Herman Davidson and wife, of record

in Book 664, page 74, said Register's Office said point being 250 feet south of a set rock in what was Mrs. P. D. Phelan's southeast corner; thence westerly 150 feet to a point in the easterly margin of an alley; thence with the margin of said alley southerly 100 feet to a point at the northwest corner of the property conveyed to N. L. Perry and wife, by deed from N. G. Gregory and wife, of record in Book 1312, page 145, said Register's Office; thence with Perry's north line easterly 150 feet to the westerly margin of South 6th Street; thence with the margin of the same northerly 100 feet to the beginning.

Being property vested in Willie Ruth Davidson as devisee under the Will of Mrs. Berta Davidson, deceased, of record in Will Book 59, page 187, County Court Clerk's Office for said County.

Being the same property described in deed dated August 15, 1953, from Willie Ruth Davidson to Edgefield Baptist Church, its successors and assigns, of record in Book 2157, page 414, said Register's Office.

TRACT 2: Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of the Edgefield Land Company's First Subdivision, as of record in Book 57, page 130, Register's Office for said County.

Said Lot No. 9 fronts 50 feet on the southerly side of Shelby Avenue and runs back between parallel lines 150 feet to an alley.

Being the same real property conveyed to T. G. Garner by deed from U. S. Ashworth of record in Book 725, page 82, Register's Office for said County.

Being the same property conveyed by deed dated July 16, 1964, from Fannie M. Garner, et al, to Edgefield Baptist Church, a corporation, of record in Book 3800, page 958, said Register's Office.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto, belonging to the Woodcock Memorial Baptist Church of Nashville, Tennessee, its successors and assigns, forever, for the use and benefit of those of the membership, even though they may be a minority, who adhere to, maintain and propagate the doctrines, faith and practices of the members of missionary Baptist churches which cooperate with the Nashville Baptist Association, the Tennessee Baptist Convention and the Southern Baptist Convention; and failure or refusal of the membership of said Church, even though they be a majority, to adhere to, maintain and propagate the doctrines, faith and practices of missionary Baptist churches and to cooperate with the Nashville

Baptist Association, Tennessee Baptist Convention and Southern Baptist Convention, shall constitute such a deviation from the accepted usages, practices and beliefs of Baptists, that said majority shall no longer constitute the true congregation of said church, and the title to the property hereinabove described shall vest in, and be held for, the use and benefit of the minority who do adhere to, maintain and propagate the doctrines, faith and practices of the members of missionary Baptist churches which cooperate with the Nashville Baptist Association, Tennessee Baptist Convention and Southern Baptist Convention; and, in event the entire membership of said Woodcock Memorial Baptist Church of Nashville, Tennessee, should fail or refuse to follow, or should renounce the doctrines, faith and practices of members of Baptist churches which cooperate with the local Baptist association and said Conventions, then the title to the above described property shall revert to and become vested in the Edgefield Baptist Church, to be used for church and mission purposes, with any encumbrances against said property at the time to be assumed and provided for by said Edgefield Baptist Church.

And said Edgefield Baptist Church does covenant with the said Woodcock Memorial Baptist Church, its successors and assigns, that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that same is unencumbered, except as above set out.

And said Edgefield Baptist Church does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said land to said Woodcock Memorial Baptist Church, its successors and assigns, against the lawful claims of all persons whomsoever.

Said Edgefield Baptist Church hereby waives all reverter and reservation clauses set out in this deed, in favor of any bank, lending agency or individual making a loan on said property to said Woodcock Memorial Baptist Church; provided said loan or the note or instrument is for the construction of a building, repair of a building

or general improvement on said property; and, provided further, that when the loan is paid, said reverter and reservation clause in favor of the Edgefield Baptist Church shall be in full force and effect.

SIGNED and ACKNOWLEDGED by the Edgefield Baptist Church this 12 day of March 1969.

EDGEFIELD BAPTIST CHURCH

By _____
President

Attest:

_____
Secretary

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 4407 PAGE 445

Before me, Thos. W. Jarrell, a Notary Public within and for the State and County aforesaid, personally appeared Hugh J. Bradley and C. E. Swindle with whom I am personally acquainted, and who upon their oaths, acknowledged themselves to be the President and Secretary of the EDGEFIELD BAPTIST CHURCH, the within named bargainor, 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 the corporation by the said Hugh J. Bradley as such President, and attesting the same by the said C. E. Swindle as such Secretary.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 12th day of March 1969.

Thos. W. Jarrell
Notary Public

My commission expires 4-26-71

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transfer, whichever is greater, is $25000. Thos W. Jarrell
Subscribed and sworn to before me this 30th day of March 1970
Deputy Register

A 72905

IDENTIFICATION REFERENCE

MAR 30 2 57 PM '70

MAR 30 CONV 25,000.00
MAR 30 S'TAX A* 65.00
MAR 30 PR'FEE A* .50
MAR 30 W'DFED A* 7.50 * 73.00