This instrument was prepared by
COVINGTON and CONWAY
Attorneys at Law
Franklin, Tennessee

D E E D

BOOK 4738 PAGE 476

For and in consideration of the sum of One ($1.00) Dollar, paid in cash, the receipt of which is hereby acknowledged.

I, Allen Winstead, have bargained and sold, and do hereby transfer and convey unto The Fifth Avenue Primitive Baptist Church at 1603 Fifth Avenue North, Nashville, Tennessee, its successors and assigns forever, the following described tract or parcel of land lying, located and being in Davidson County, Tennessee, subject to the conditions imposed and set forth hereinbelow:

> Land in Davidson County, Tennessee, being the southerly five feet of Lot No. 158 and the northerly 40 feet of Lot No. 160 on the plan of the North Nashville Real Estate Company's plan of lots, as of record in Book 21, page 105, Register's Office for said County.
>
> Said part of Lots No. 158 and 160 front together 45 feet on the westerly side of Fifth Avenue North, formerly Summer Street, and run back 179 feet, more or less, on the northerly line, and 178 feet, more or less, on the southerly line to an alley, measuring 45 feet thereon.
>
> And being the same property conveyed to Allen Winstead by deed of Clarence Peacher Morris, et ux, of record in Deed Book 2300, page 564, Register's Office of Davidson County, Tennessee

To have and to hold the said lands, with the improvements and appurtenances thereunto belonging, to the said Fifth Avenue Primitive Baptist Church, its successors and assigns, forever, subject to the conditions imposed and set forth hereinbelow.

I covenant with the said Fifth Avenue Primitive Baptist Church that I am lawfully seized of said land, have a good right to convey it, and that it is unencumbered.

I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said

Burgess
The Fifth Avenue Primitive Baptist Church
1603 - 5th Ave N - Nash - Tenn

property to the said Fifth Avenue Primitive Baptist Church, its successors and assigns, against the lawful claims of all persons, subject to the conditions imposed and set forth hereinbelow.

IT IS EXPRESSLY UNDERSTOOD and agreed by and between the Grantor and Grantee, and as a part of the consideration of this agreement, that said property is to be used and held by Grantee exclusively for church or eleemosynary purposes, and with the provision that Grantor shall have and retain the right to serve as pastor of said church for the remainder of his life time and in the capacity of trustee, and in which capacity said Grantor shall retain control of and the privilege of dictating the policies and general operations of the church, including any and all auxiliaries of said church. Further, no person shall serve as pastor without the permission of Grantor and his wife, Eloise Baugh Winstead, shall have the privilege of serving in the capacity of trustee during her lifetime. It is also expressly agreed by the parties hereto and as a part of the consideration of this conveyance that upon the death of the said Grantor, Allen Winstead, the church shall continue to be used for church or eleemosynary purposes, as aforesaid, shall continue from the date hereof and following the death of the aforesaid Grantor, as a member of the association and in the event the property conveyed herein is ever in the future sold, proceeds shall be reinvested in property to be used for church or eleemosynary purposes precisely as set forth hereinabove, and as the Grantee or church is being operated as of the date of this instrument.

Possession of the premises conveyed will be given as of date of deed.

Witness my hand on this the 6th day of April, 1973.

Allen Winstead
Allen Winstead

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named Allen Winstead, the bargainor, with whom I am personally acquainted, who acknowledged that he executed the annexed instrument for the purposes therein contained.

Witness my hand and seal on this the 6th day of April, 1973.

(SEAL)

Notary Public

My commission expires:

April 26, 1975.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
The Actual Consideration or Value, whichever is greater, for this transfer is
$ 4,400.00

Affiant

Subscribed & Sworn to before me. this the 6th Day of April 1973
My Commission Expires 4-26-75
(Affix Seal) Notary Public

FILED AUG 17 12 00 PM '73
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

C 2 0 1 1 6

AUG 17 73	CONV	*4,400.00			
AUG 17 73	S TAX		A*	11.44	
AUG 17 73	PRTFEE		A*	.50	
AUG 17 73	WDEED		A*	6.00	* 17.94