BOOK 4800 PAGE 605

This Form furnished by Attorneys Title Company, Inc.

Form No. WD-3

FROM

Theodore H. Lightfoot and
Robert J. Baltz, Jr.

TO Lewis Greene, Winston Webb, Milton Boyd, William E. Crook and Charles Mason, Trustees of Grace Baptist Church, their successors and assigns,

For draftsman's use

This instrument prepared by:

John W. Nelley, Jr., Attorney
26th Floor, First American Center
Nashville, Tennessee 37238

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Lewis Greene, et als (NAME) | SAME (NAME) | M, 33 |
| 110 Lischey Avenue (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | P, 52 |
| Nashville, Tennessee 37207 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | M 41 |
| | | 1.3-33- |

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE
MAR 28 3 06 PM '74
FELIX A. [illegible]
DAVIDSON COUNTY, TENN.

C 4757 4

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } 53 PD

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 85,000.00 John L. Nelley Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26TH DAY OF March, 1974

Thomas C. Barkley
Notary Public

MY COMMISSION EXPIRES: 23 July 1977

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON

For and in Consideration of the sum of Ten and No/100 ($10.00) DOLLARS

cash in hand paid by Lewis Greene, Winston Webb, Milton Boyd, William E. Crook and Charles Mason, Trustees of Grace Baptist Church, their successors and assigns, (hereinafter sometimes referred to as Grantee) and other good and valuable considerations, the receipt of which is hereby acknowledged, we Theodore H. Lightfoot and Robert J. Baltz, Jr., each with a one-half undivided interest as tenants in common (hereinafter sometimes referred to as Grantors)

| | | | | | |
|---|---|---|---|---|---|
| MAR28 | CONV | 85,000.00 | | | |
| MAR28 STAX | | | A* | 221.00 | |
| MAR28 PRTFEE | | | A* | .50 | |
| MAR28 | WDEED | | A* | 6.00 | * 227.50 |

We, Theodore H. Lightfoot and Robert J. Baltz, Jr.
have bargained and sold, and by these presents do transfer and convey unto the said

Lewis Greene, Winston Webb, Milton Boyd, William E. Crook and Charles Mason, Trustees of Grace Baptist Church, their successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Tract of land in the 10th Civil District of Davidson County, Tennessee being a portion of Tract #2 on the survey of Tract #4, (As surveyed by Parrish-Ragan, Inc., dated January 31, 1974) of the W. C. Talley Property recorded in Book 2538, page 147, Register's Office for Davidson County, Tennessee, being more particularly described as follows:

 Form No. WD3a

BEGINNING at an iron pin on the northerly margin of Old Hickory Boulevard, said iron pin being the southeast corner of the herein described and the southwest corner of the A. F. Joslin Property, Recorded in Book 1345, page 596, said Register's Office, said iron pin also being easterly 1028.95' as measured along the northerly margin of Old Hickory Boulevard from the easterly terminus of a 25.00' radius return from the easterly margin of Brick Church Pike, north of Old Hickory Boulevard, thence; westerly with a 2326.33' radius curve to the left a distance of 450.00' to an iron pin, thence; leaving said margin of Old Hickory Boulevard westerly and northerly with a 25.00' radius curve to the right a distance of 38.69' to an iron pin on the easterly margin of a proposed (60') relocated road, thence; northwesterly along said proposed road with a 486.00' radius curve to the left a distance of 308.90' to an iron pin, thence; with the same, N 53° 12' W a distance of 112.51' to an iron pin, thence; leaving the easterly margin of said proposed road, N 36° 48' E a distance of 620.00' to an iron pin, thence; S 87° 40' E a distance of 414.24' to an iron pin on the westerly boundary line of aforementioned Joslin Property, thence; with the same S 03° 44' W a distance of 737.00' to the point of beginning and containing 10.50 acres as per survey by Parrish-Ragan, Inc., dated February 11, 1974.

Being the same property conveyed to Theodore H. Lightfoot and Robert J. Baltz, Jr., tenants in common, of record in Book 4799, page 536, said register's office.

This conveyance is subject to the easements as noted in the above described survey by Parrish-Ragain, Inc., Surveyors-Engineers, Job No. 73-266, dated January 31, 1974.

This conveyance is also made subject to restrictions which shall be covenants running with the land and shall be binding upon said Lewis Green, Winston Webb, Milton Boyd, William E. Crook and Charles Mason, Trustees of Grace Baptist Church, their successors and assigns until

(continued on back page)

unimproved ( ) / This is improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

**To Have and to Hold** the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Lewis Greene, Winston Webb, Milton Boyd, William E. Crook and Charles Mason, Trustees of Grace ~~Baptist Church, their successors~~ and assigns, forever.

And we do covenant with the said Lewis Greene, Winston Webb, Milton Boyd, William E. Crook and Charles Mason, Trustees of Grace ~~Baptist Church,~~ that they are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered., except as noted herein

And Theodore H. Lightfoot and Robert J. Baltz, Jr.

do further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to the said land to the said Lewis Greene, Winston Webb, Milton Boyd, William E. Crook and Charles Mason, Trustees of Grace Baptist Church, ~~their successors~~ and assigns against the lawful claims of all persons whomsoever.

Witness our hand s this 25th day of March, 1974, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Theodore H. Lightfoot
THEODORE H. LIGHTFOOT

Robert J. Baltz, Jr.
ROBERT J. BALTZ, JR.

March 31, 1994, as follows:

1. The within described property shall be used solely as a church facility;

2. If the Grantee sells, transfers or conveys the within described property prior to the completion of a church facility, the Grantee shall give the Grantors a written first right of refusal for ten (10) days to purchase back the property at Eight-Five Thousand and No/100 ($85,000.00 Dollars plus ten (10%) percent per annum interest from date of conveyance. In the event the Grantors shall fail to exercise the said first right of refusal and purchase the property, then this restriction and the above restriction number 1 shall become null and void and Grantors will execute the necessary release of this restriction for recording.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named THEODORE H. LIGHTFOOT and ROBERT J. BALTZ, JR., the bargainors, with whom I am personally actainted, and who acknowledged that they executed the within instrument for thepurposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 25th day of March, 1974.

Lynn W. Cornelius
NOTARY PUBLIC

LYNN W. CORNELIUS NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

MY COMMISSION EXPIRES: 11-4-74