BOOK 10698 PG 883

A1

QUITCLAIM DEED & ASSIGNMENT

FROM: TENNESSEE REAL ESTATE INVESTMENTS, L.P. "GRANTOR"

TO: COVENANT PRESBYTERIAN CHURCH OF NASHVILLE "GRANTEE"

This instrument was prepared by:
Joseph N. Barker, Esq.
Farris, Warfield & Kanaday PLC
Suite 1900
424 Church Street
Nashville, TN 37219

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel Numbers
Covenant Presbyterian Church of Nashville 4300 Hillsboro Road Nashville, TN 37215	(Non-Taxable Property)	(No Map & Parcel # "Open Space" pursuant to Plat of Record Book 9700, page 70, RODC TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $--0-- Dollars.

Herbert D Knox Jr.
Affiant

Sworn to and subscribed before me, this 25th day of November, 1997.

Marilyn Hyde
Notary Public

MARILYN HYDE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JAN 27, 2001

My Commission Expires: 1-27-2001

FOR AND IN CONSIDERATION OF the sum of No Dollars ($--0--), Tennessee Real Estate Investments, L.P., a Tennessee limited partnership ("Grantor"), does transfer, quitclaim

and convey unto Covenant Presbyterian Church of Nashville, a Tennessee non-profit religious corporation, its successors and assigns ("Grantee"), all of Grantor's right, title and interest in and to that certain tract or parcel of land in Davidson County, State of Tennessee, as is described in attached Exhibit A which is hereby incorporated by reference as fully as though copied herein (the "Property"). Said Property being identified as the "Open Space" on that certain Plat of record in Book 9700, page 70, Register's Office for Davidson County, Tennessee (the "Open Space Plat"), and the Open Space covered by that certain Open Space Trust Agreement of record in Book 9879, page 162, Register's Office for Davidson County (the "Open Space Trust").

This is unimproved property.

FURTHERMORE, FOR AND IN CONSIDERATION OF the sum of Ten and no/100 Dollars ($10.00) and other valuable consideration paid, the receipt and legal sufficiency of which is hereby acknowledged the Grantor hereby absolutely and unconditionally assigns, transfers, sets over and conveys unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, interests, powers, and privileges as "Grantor" in, to and under the Open Space Trust. It is the intention of the Grantor herein to absolutely and unconditionally transfer, assign, set over and convey unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, interests, powers and privileges as are reserved and provided to Grantor under the Open Space Trust, including particularly, but without limitation, the right to instruct the Trustee to reconfigure and modify the property lines of the Property, including the Open Space and Lots 1-A and 1-B, as described in Section 2.4 of the Open Space Trust, and the right to remove the Trustee and appoint a successor trustee as described in Section 4.1 of the Open Space Trust.

Grantor and Grantee acknowledge and agree that on and after the date hereof, Grantee shall have and enjoy all of the rights, title, interests, powers and privileges of the Grantor under and pursuant to the Open Space Trust.

Grantor warrants and represents that (i) Grantor is the sole holder of the Grantor's rights, title, interests, powers and privileges under the Open Space Trust and has the full right, power and authority to assign, transfer, set over and convey the same to Grantee; (ii) Grantor has made no prior assignment or pledge of the rights, title, interests, powers and privileges of Grantor under the Open Space Trust; (iii) the Open Space Trust is in full force and effect and there exists no default, or event which upon the passage of time or giving of notice or both would constitute a default, on the part of Grantor under the Open Space Trust; and (iv) the Open Space Trust has not been modified or amended.

Grantee hereby accepts such assignment and agrees to assume all of the duties and obligations of the Grantor pursuant to the Open Space Trust which shall arise or accrue on and after the date hereof, and agrees to save the herein named Grantor free and harmless from any claims arising from the failure of the Grantee to discharge said duties and obligations from and after the date of this instrument. Grantor agrees to save the herein named Grantee free and harmless from any claims arising from the failure of Grantor to discharge the duties and obligations of Grantor under the Open Space Trust prior to the date of this instrument.

This Quitclaim Deed and Assignment shall be binding upon and shall inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto.

Grantor further agrees to cooperate with Assignee and to execute and deliver, or cause to be executed and delivered, any and all such further instruments or documents as may be

necessary, required or reasonably requested by Assignee in order to carry out the intent and purpose of the conveyance and assignment provided for herein.

Executed this 25th day of November, 1997.

GRANTOR:
Tennessee Real Estate Investments, L.P.
BY: MerTech Development Corporation
Its General Partner

BY: _____

ITS: President

GRANTEE:
Covenant Presbyterian Church of Nashville

BY: _____

ITS: President

BY: _____

ITS: Vice-President

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared RONALD M. SOHR, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Mertech Development Corporation, a corporation and the General Partner of Tennessee Real Estate Investments, L.P., the within named bargainor, and that Ronald M. Sohr as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as General Partner of Tennessee Real Estate Investments, L.P. by himself as President.

Witness my hand and seal, at Office in Nashville, this 25th day of November, 1997.

Notary Public

My Commission Expires: 1-27-2001

MARILYN HYDE
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JAN 27, 2001

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared Clarence Sutherland, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be President (or other officer authorized to execute the instrument) of Covenant Presbyterian Church of Nashville, the within named bargainor, a not-for-profit religious corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as President.

Witness my hand and seal, at Office in Nashville, this 25th day of November, 1997.

Notary Public

My Commission Expires: 1-27-2001

MARILYN HYDE
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JAN 27, 2001

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared Herbert L. Kneeland, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be Vice President (or other officer authorized to execute the instrument) of Covenant Presbyterian Church of Nashville, the within named bargainor, a not-for-profit religious corporation, and that he as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Vice President.

Witness my hand and seal, at Office in Nashville, this 25th day of November, 1997.

Marilyn Hyde
Notary Public

My Commission Expires: 1-27-2001

MARILYN HYDE
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JAN 27, 2001

EXHIBIT A

PROPERTY DESCRIPTION

Land lying and being in the First Civil District (34th Councilmanic District) of Davidson County, Tennessee from an iron pin in the northerly margin of Harding Place, said iron pin being located at the most southeasterly corner of Lot 1, Tract 11 of Burton Hills as shown on that certain plat of record in Book 7900, Page 904, Register's Office for Davidson County, Tennessee. From said iron pin North 31° 35' 00" East for a distance of 220.68 feet to an iron pin. Said iron pin being located at the most southwesterly corner of Lot 43 as shown on the plat of a resubdivision of Lot 2, Tract 11, Burton Hills and an addition to the Village of Abbeywood in Plat Book 7900, Page 967, Register's Office for Davidson County, Tennessee; thence North 39° 50' 00" West for a distance of 157.42 feet to an iron pin being the point of beginning of the hereindescribed tract, being a 14.140 acre tract described according to the following courses and distances:

South 87° 37' 59" West for a distance of 198.69 feet to an iron pin; thence North 10° 48' 00" West for a distance of 143.68 feet to an iron pin; thence North 10° 12' 00" East for a distance of 84 feet to an iron pin; thence North 05° 06' 00" West for a distance of 145.00 feet to an iron pin; thence North 31° 12' 00" East for a distance of 182.00 feet to an iron pin; thence North 00° 24' 00" West for a distance of 140.00 feet to an iron pin; thence North 40° 24' 00" West for a distance of 164.00 feet to an iron pin; thence South 74° 50' 00" West for a distance of 227.53 feet to an iron pin; thence North 54° 42' 12" West for a distance of 180.64 feet to an iron pin in the easterly right of way margin of Hillsboro Pike; thence continuing with said margin of Hillsboro Pike North 35° 17' 48" East for a distance of 178.05 feet to an iron pin; thence North 27° 20' 01" East for a distance of 203.85 feet to a concrete monument; thence North 38° 42' 24" East for a distance of 74.59 feet to a concrete monument; thence North 34° 00' 49" East for a distance of 49.65 feet to a concrete monument; thence North 33° 37' 09" East for a distance of 6.57 feet to a concrete monument; thence following a curve to the right leaving the margin of Hillsboro Pike said curve with a delta of 87° 21' 48", a radius of 50 feet, an arc length of 76.24 feet, a tangent of 47.75 feet, and a chord bearing North 77° 18' 03" East for a distance of 69.07 feet to an iron pin; thence continuing along the southerly margin of Burton Hills Boulevard with a series of curves as follows; first a curve to the left with a delta of 19° 38' 57", a radius of 359 feet, an arc length of 123.12 feet, a tangent of 62.17 feet, and a chord bearing 68° 50' 31.5" West for a distance of 122.51 feet to an iron pin; thence with a curve to the right with a delta of 40° 01' 46", a radius of 877.00 feet, an arc length of 612.71 feet, a tangent of 319.46 feet, and a chord bearing South 58° 39' 07" East for a distance of 600.33 feet to an iron pin; thence with a curve to the right with a delta of 25° 20' 36", a

radius of 691.00 feet, an arc length of 305.65 feet, a tangent of 155.37 feet, and a chord bearing South 25° 57' 56" East for a distance of 303.16 feet to an iron pin; thence with a curve to the left with a delta of 32° 50' 45", a radius of 645.16 feet, an arc length of 369.85 feet, a tangent of 190.16, and a chord bearing South 29° 43' 01" East for a distance of 92.40 feet to an iron pin; thence leaving the southerly margin of Burton Hills Boulevard South 68° 30' 00" West for a distance of 132.27 feet to an iron pin; thence North 11° 06' 00" West for a distance of 266.82 feet to an iron pin; thence South 79° 42' 00" West for a distance of 200.00 feet to an iron pin; thence South 10° 18' 00" East for a distance of 158.00 feet to an iron pin; thence South 04° 30' 00" West for a distance of 132.00 feet to an iron pin; thence South 20° 48' 00" West for a distance of 105.00 feet to an iron pin; thence South 14° 30' 00" East for a distance of 54.00 feet to an iron pin; thence South 75° 30' 00" West for a distance of 96.50 feet to an iron pin; thence South 14° 30' 00" East for a distance of 121.00 feet to an iron pin; thence South 75° 30' 00" West for a distance of 93.84 feet to an iron pin; thence South 02° 22' 00" East for a distance of 130.01 feet to the point of beginning and containing 14.140 acres more or less.

The foregoing described property being described according to a survey and subsequent resubdivision plat prepared by Gresham, Smith & Partners, 3310 West End Avenue, Nashville, Tennessee 37203, Project 16043.01.

BEING a portion of the same property conveyed to Tennessee Real Estate Investments, L.P. by Quit Claim Deed from MerTech Realty, L.P. of record in Book 9203, page 361, Register's Office of Davidson County, Tennessee, and further conveyed to Mertech Development Corporation, Trustee in Book 9879, page 173 said Register's Office.

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FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

0374080

IDENTIFICATION REFERENCE