Rerecord to change legal description for Tract No. 2

THIS INSTRUMENT PREPARED BY:
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Royal Oaks Trade Center
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Franklin, TN 37067
(615) 790-3156

TRACY L. LOVE
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENNESSEE
My Commission Expires May 26, 2002

STATE OF TENNESSEE/
COUNTY OF DAVIDSON /

The actual consideration or value, whichever is greater, for this transfer is $425,000.00.

Karla Lovell
Affiant

Tracy L. Love
Notary Public

My commission expires:

Name and Address of New Owner:
Trustees of The Cleveland Street Missionary Baptist Church
608 Cleveland Street
Nashville, TN 37207

Send Tax Bills To:
Same

Davidson County DEEDWARR
Recvd: 12/10/01 11:09 3pgs
Fees:18.00 Taxes:1572.50
[redacted]
20011210-0135509

Street Address of Subject Property:

Map and Parcel:
Map 82-04 Parcels 98, 98.02, 98.03, 98.04, 98.05, 98.06,98.01 and Map 82-08 Parcels 14.01 and 14.02

RE-RECORD

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Robert N. Moore, Jr., unmarried, as to an undivided Eighty-eight (88%) percent interest and Battle Ground Academy, as to an undivided Twelve (12%) percent interest**, hereinafter called "**GRANTOR,**" has bargained and sold, and by these presents does transfer and convey unto **The Trustees of The Cleveland Street Missionary Baptist Church,**, hereinafter called "**GRANTEES,**" its successors and assigns, a certain tract or parcel of land in **Davidson** County, Tennessee, described as follows:

Tract No. 1:

Land in Davidson County, Tennessee, described as follows: Being Lots Nos. 1, 2 and 56 on the Map of Park View Plaza, as of record in Book 3500, page 57, Register's Office for Davidson County, Tennessee as follows:

Said Lot No. 1: Beginning on the westerly margin of North Sixth Street at the common corner of Lots Nos. 1 and 2; thence with the line between said lots westerly 161.9 feet to the easterly margin of an alley; thence with the easterly margin of said alley southerly 51.44 feet to a concrete monument in the beginning of a curve; thence with said curve in a southwesterly direction 25.85 feet to a monument in the northerly margin of Cleveland Street; thence with the northerly margin of Cleveland Street easterly 109.30 feet to a monument a the beginning of a curve; thence with said curve in a northeasterly direction 42.28 feet to a monument in the westerly margin of North

Davidson County DEEDWARR
Recvd: 08/27/02 15:20 3pgs
Fees:17.00 Taxes:0.00
20020827-0103691

Sixth Street; thence with the westerly margin of North Sixth street, northerly 55.81 feet to a the beginning.

Said Lot No. 2 fronts 65.78 feet on the westerly side of North Sixth Street and runs back between lines, 167 feet on the northerly line and 161.9 feet on the southerly line, to an alley in the rear, measuring 36.0 feet thereon.

Said Lot No. 56 fronts 50 feet on the westerly side of North Sixth Street and runs back between parallel lines, 167 feet to an alley in the rear.

Tract No. 2:

Land in Davidson County, Tennessee, described as follows:
Being Lots Nos. 50* ~~and 56~~, both inclusive, on the Plan of Sharpe and Crutcher's Addition in East Nashville, as of record in Book 57, page 82, Register's Office for Davidson County, Tennessee.
*to 55 ah
Said Lots adjoin and front together 300 feet on the westerly side of North Sixth Street, and run back between parallel lines, 167 feet to an alley in the rear.

Being a portion of the property conveyed to Sixth Street Associates, a limited partnership, with Robert N. Moore, Jr. as the General Partner, by warranty deed of the Estate of Mel J. Friedland, being one and the same as the Estate of Melvyn J. Friedland, of record in Book 5828, page 911, Register's Office of Davidson County, Tennessee. AND Being the same property conveyed to Robert N. Moore, Jr., unmarried by quitclaim deed of Sixth Street Associates, a limited partnership, of record in Instrument Number 20011210-0135507, said Register's Office of Davidson County, Tennessee. AND See also Quitclaim Deed to Battle Ground Academy of record in Instrument Number 20011210-0135508, said Register's Office of Davidson County, Tennessee.

The conveyance of the above described parcel of land is subject to the following:

1. County Taxes for the year 2001 which have been paid by Grantor; and

2. Restrictions of record in Book 3368, page 23 and Book 3613 and Pages 473 and 477, Register's Office of Davidson County, Tennessee.

3. All matters appearing on the Plans of record in Plat Book 57, page 3500 and Plat Book 57, page 82, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever; and Grantor does covenant with the said Grantees that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand this 30th day of November, 2001.

R. N. Moore

Robert N. Moore, Jr.

Battle Ground Academy

By: Ronald Griffeth
Title: President and Headmaster

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said State of County, the within named bargainor, Robert N. Moore, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at Nashville Tennessee, the day and year first above written.

YVETTELYN MELDRUM NOTARY PUBLIC AT LARGE WILLIAMSON CO. TENN.

Patti Lynn Russell
NOTARY PUBLIC

My commission expires: 6-16-04

STATE OF Tennessee]
COUNTY OF Davidson]

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, Ronald H Griffeth, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the President & Headmaster of Battle Ground Academy, with the within named bargainor, a not for profit education organization, and that he as such President & Headmaster being so authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainor.

WITNESS my hand and seal at Nashville, Tennessee, the day and year first above written.

YVETTELYN MELDRUM NOTARY PUBLIC AT LARGE WILLIAMSON CO. TENN.

Patti Lynn Russell
NOTARY PUBLIC

My commission expires: 6-16-04