Address New Owner:	Send Tax Notices To:	Map/Parcel No.
Roger F. Cook 1204 Sixth Avenue, South Nashville, TN 37212	Same	104-4-229

BOOK 6732 PAGE 76

DEED OF AMENDMENT AND CORRECTION

THIS INDENTURE, made and entered into this 12 day of November, 1985, by and between MERLIN D. PETERSON, hereinafter called Grantor, and ROGER F. COOK, hereinafter called Grantee, both residents of Davidson County, Tennessee, who are joined in this instrument by their respective wives, for the purpose of disposing of any rights they may have arising out of the marital relationship, but not further or otherwise,

WITNESSETH:

THAT, WHEREAS, Grantor and Grantee entered into an agreement for the purchase and sale of two parcels of land in Nashville, Tennessee, known as Metro Parcels 104-4-229 and -230, parcel 229 being unimproved, and parcel 230 being improved, the total consideration to be given therefor being $254,000.00; and

WHERAS, by an installment deed bearing date 20 December, 1983, executed by Morton B. Howell as attorney-in-fact for Merlin D. Peterson as Grantor, and by Roger F. Cook as Grantee, Trustor, and by his wife Vickie Louise Cook, as Trustor, same being of record in Book 6197, page 676, et seq., Register's Office of Davidson County, Tennessee, to which reference is made for all of its terms and provisions, by the terms of which Grantor conveyed to Grantee certain real property described therein by metes and bounds and identified same as being the same property conveyed to Grantor by deed from Kenneth E. Payne, and also stated that said conveyance included Map Parcel Number 104-4-229, but, by inadvertance, the description and source of title of said parcel -229 was not set out in the deed aforesaid; and

WHEREAS, the parties recognize that an error was made in said description, it being the intent of the Grantor to sell and convey and the intent of the Grantee to purchase and acquire both parcels -229 and -230, for the consideration recited in said installment deed aforesaid, and it is the intent of the parties hereto to correct and amend said conveyance by the terms and provisions of this instrument hereinafter set out; and

WHEREAS, the lien of a certain Deed of Trust, to which the property conveyed was originally subject, said Deed of Trust being of record in Book 5270, page 893, has been released by an instrument of record in Book 5874, page 734, Register's Office of Davidson County, Tennessee;

THIS INSTRUMENT PREPARED BY
HOWELL, FISHER, HARRISON & HOOPER
401 COURT SQUARE BUILDING
NASHVILLE, TENNESSEE 37201

BY: _____
ATTORNEY.

NOW, THEREFORE, in consideration of the premises aforesaid, and in order to comply with the original agreement of purchase and sale, Merlin D. Peterson, as Grantor, does hereby transfer and convey unto Roger F. Cook, as Grantee, certain real property lying in Davidson County, Tennessee, and described as follows, to-wit:

> Being the north 45 feet of the south 145 feet of Lot No. 24 on the Map of O. B. Hayes Rokeby Plan of Lots, as of record in Book 21, page 87, Register's Office for said County.
>
> Said part of said lot fronts 45 feet on the east side of 16th Avenue South, as widened, and runs back between parallel lines, parallel to and 160 feet south from the south margin of Edgehill Avenue, 150 feet to an alley.
>
> Being the same property conveyed to Kenneth E. Payne and wife, Margie Payne, by deed from Martha Carson Enterprises, Inc., a Tennessee corporation of record in Book 4659, page 98, Register's Office for Davidson County, Tennessee; the said Kenneth E. Payne and Margie Payne having been since divorced by decree of the Circuit Court of Williamson County, Tennessee.
>
> And being the same property conveyed to Dr. Merlin D. Peterson by Kenneth E. Payne and wife, Margie Payne, of record in Book 5270, page 886, Register's Office for Davidson County, Tennessee.

This is unimproved property, known as City Number 1206 16th Avenue, South.

TO HAVE AND TO HOLD, said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said ROGER F. COOK, his heirs, successors and assigns forever. Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, and has good right to convey it, and the same is unencumbered except for taxes for the years 1983 and 1984, and for the current year, which are expressly assumed by the Grantee.

Grantor further covenants and binds himself, his heirs and representatives, to warrant and forever defend the title to the said real estate to the said Roger F. Cook, Grantee, his heirs, successors and assigns, against the lawful claims of all persons.

The Grantee herein, Roger F. Cook, and his wife, Vickie Louise Cook, as Trustors, join in this instrument to convey to Morton B. Howell, as Trustee, so designated in the instrument of record in Book 6197, page 676, to which reference has heretofore been made, the property herein conveyed to them, to further secure payment of the indebtedness recited in the deed aforesaid, or such portion thereof as may now remain unpaid, and further subject to all of the other terms and provisions contained in the aforementioned Deed of Trust. It is recognized by Grantor and Grantee that the purpose of this instrument is to correct and amend, by description of the real property intended to have been conveyed by the aforeaid installment deed, and that no additional payment or consideration has been paid by Grantee to the Grantor.

Mary Peterson, wife of Merlin D. Peterson, joins in this conveyance for the purpose of conveying to the Grantee such interest as she may have arising out of the marital relation existing between her and Merlin D. Peterson, but not further or otherwise, and Vickie Louise Cook, wife of Roger F. Cook, Grantee, as Trustor, joins in this conveyance for the purpose of conveying to the Trustee such interest as she may have arising out of the marital relation, but not further or otherwise.

WITNESS OUR HANDS, on this 12th day of Nov., 1985.

Merlin D. Peterson
Grantor

Grantee-Trustor

Mary D. Peterson
Wife of Grantor

Vickie L. Cook
Wife of Grantee-Trustor

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Cynthia G. Barnett, a Notary Public in and for the state and county aforesaid, the within named MERLIN D. PETERSON and MARY D. PETERSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that they executed the foregoing instrument as their free act and deed, for the purposes therein contained.

WITNESS MY HAND AT OFFICE, this 12th day of November, 1985.

Notary Public

My Commission Expires:
My Commission Expires July 9, 1989

STATE OF TENNESSEE
COUNTY OF DAVIDSON

MERLIN D. PETERSON, being first duly sworn, says that the foregoing conveyance is made to amend and correct a certain installment deed recorded in Book 6197, page 676, by including the metes and bounds description of Metro Map No. 104-4, Parcel 229, which the parties intended to include in the deed aforesaid. No consideration has passed, the Grantor having previously been paid for the property herein described and conveyed.

Merlin D. Peterson
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, this 12th day of Nov., 1985.

Notary Public

My Commission Expires:
My Commission Expires July 9, 1989

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Anita Hogan a Notary Public in and for the state and county aforesaid, the within named ROGER F. COOK and VICKIE LOUISE COOK, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument as their own free act and deed for the purposes therein stated.

WITNESS MY HAND AT OFFICE, this 30 day of November, 1985.

Anita Hogan
Notary Public

My Commission Expires July 17, 1988

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IDENTIFICATION REFERENCE

DEC 11 8 49 AM '85

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

RECD