PREPARED BY: A. Harrison Johnson, Jr.
Baker Worthington Crossley Stansberry & Woolf
Thirtieth Floor, L & C Tower
Nashville, Tennessee 37219

BOOK 6838 PAGE 146

DEED OF CORRECTION AND EXCHANGE

THIS DEED OF CORRECTION AND EXCHANGE dated this the 6th day of ~~December~~, 1986, by and between A. HARRISON JOHNSON, JR., TRUSTEE, Trustee herein, and BETTY T. SPEARS, Spears herein.

WITNESSETH:

THAT WHEREAS Trustee did on the 19th day of November, 1985, convey Unit No. 41, Cottage Place Condominiums, Nashville, Davidson County, Tennessee, to Spears, by deed of record in Book 6731, Page 92, said Register's Office; and

THAT the parties now desire to correct the said deed of record in Book 6731, Page 92, said Register's Office.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand paid, receipt whereof is hereby acknowledged by each of the parties, the parties agree as follows:

FOR AND IN CONSIDERATION of the exchange of property located at 223 Cottage Place, Nashville, Tennessee, owned by Spears in fee simple, for property owned by A. Harrison Johnson, Jr., Trustee for Allied Partners and located at 207 Cottage Place, Nashville, Tennessee, Spears has this day bargained and sold, and does hereby transfer and convey to A. Harrison Johnson, Jr., Trustee, and his successors in trust (for Allied Partners), property located at 223 Cottage Place, Nashville, Tennessee. Spears covenants that she is lawfully seized of said property, has a good right to convey it, and the same is unencumbered (except as contained in deed of record in Book 6731, Page 92, Register's Office for Davidson County, Tennessee). Spears further covenants and binds herself, her heirs and assigns, to warrant and defend the title to the said property to the said A. Harrison Johnson, Jr., Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons; and

A. HARRISON JOHNSON, JR., Trustee, with full power to bargain, sell, transfer, lease, convey, encumber or otherwise deal with the within land, without consent of any beneficiary, has bargained and sold, and by these presents does transfer and convey unto the said Betty T. Spears, her heirs and assigns, a certain interest in land in Davidson County, State of Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee, being Unit No. 25 on the Plan of Cottage Place Condominiums, of record in Book 6520, pages 816-823, Register's Office for Davidson County, Tennessee, together with an undivided interest in the common elements, all as described in the Master Deed, Declaration of Covenants, Conditions and Restrictions, of record in Book 6520, page 745, said Register's Office, as amended by Amendment to Master Deed, Declaration of Covenants, Conditions and Restrictions of record in Book 6569, Page 212, said Register's Office, and by Second Amendment to Master Deed, Declaration of Covenants, Conditions and Restrictions of record in Book 6636, Page 722, said Register's Office.
>
> Being part of the same property conveyed to Allied Partners, a partnership comprised of Stephen O. Hewlett, C. LeRoy Norton, Jr., Stephen H. Horrell and John W. Horrell by deeds from Jane Logue, of record in Book 6353, Page 79, Register's Office for Davidson County, Tennessee, and from Joseph W. Lannon, et al, of record in Book 6359, Page 345, said Register's Office and being part of the same property conveyed to Grantor herein by Deed of record in Book 6536, Page 559, said Register's Office.

As part of the consideration for this transfer, Spears agrees to be bound by the terms, covenants, and restrictions set forth in Master Deed for Cottage Place Condominium Association, of record in Book 6520, Page 745, as amended in Book 6569, Page 212, and in Book 6636, Page 722, said Register's Office.

Further, this conveyance is given subject to:

1. 1985 taxes, which have been prorated and adjusted as of the date hereof.

2. The terms and conditions of the Horizontal Property Act of Tennessee, the above Master Deed and By-Laws, the above Condominium Plat, and any amendments thereto.

3. Easement for water main running along the Lebanon Pike granted Bransford Realty Company of record in Book 722, page 268, and Book 722, page 324, said Register's Office.

4. Easement contained in Deed of record in Book 5256, page 398, said Register's Office.

5. A 10 foot private sanitary sewer line easement running across a portion of the southwest corner of said property.

6. Terms and provisions of the By-Laws of Cottage Place Homeowners' Association, of record in Book 6520, page 793, Register's Office for Davidson County, Tennessee.

7. Matters shown on plan of record in Book 6520, pages 816-818, Register's Office for Davidson County, Tennessee.

This is improved property, known as 207 Cottage Place, Nashville, Tennessee.

TO HAVE AND TO HOLD the said Unit and undivided interest with the appurtenances, estate, title and interest thereto belonging to the said BETTY T. SPEARS, her heirs and assigns, forever.

And Trustee does covenant with the said Spears that he is lawfully seized and possessed of said Unit and undivided interest in fee simple; has a good right to convey it, and the same is unencumbered, except as herein set forth.

And Trustee does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said Unit and undivided interest to the said Betty T. Spears, her heirs and assigns against the lawful claims of all persons whomsoever.

The parties agree that all the other terms and conditions contained in the said deed shall be and remain the same. The correction contained herein shall relate back to November 19, 1985, the date of execution of the said original deed of record in Book 6731, Page 92, said Register's Office.

WITNESS the undersigned's signature this 6 day of Jan., 1986.

A. HARRISON JOHNSON, JR., TRUSTEE FOR
ALLIED PARTNERS

A. Harrison Johnson Jr. Trustee

Betty T. Spears

BETTY T. SPEARS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared A. HARRISON JOHNSON, JR., TRUSTEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the Trustee for Allied Partners, a Tennessee general partnership, the within named bargainor, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership and trust by himself as Trustee.

Witness my hand and and official seal at office in Nashville, Tennessee, the day and year first above written.

Sandra Day
NOTARY PUBLIC

SANDRA DAY NOTARY PUBLIC AT LARGE STATE OF TENN.

MY COMMISSION EXPIRES: 3-8-89.

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 BETTY T. SPEARS, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal at Nashville, Tennessee, this 6 day of ~~December~~ January, 1986.

Katie Sue Ford
NOTARY PUBLIC

KATIE SUE FORD NOTARY PUBLIC DAVIDSON COUNTY, TENN.

MY COMMISSION EXPIRES: My Commission Expires May 13, 1989.

94656

IDENTIFICATION REFERENCE

APR 25 9 09 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN