This instrument prepared by:
Thomas C. Scott
Tune, Entrekin & White
21st Floor, First American Center
Nashville, Tennessee 37238

BOOK 7063 PAGE 283

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is none.

Thomas C. Scott
Affiant

Subscribed and sworn to before me this 26th day of November, 1986.

Juanita D. Thomason
Notary Public

My commission expires: July 27, 1988.

70926

IDENTIFICATION REFERENCE

Dec 8 3 39 PM '86

FELIX Z. WILSON IV REGISTER
DAVIDSON COUNTY, TN

RUSH

DEED OF CORRECTION

THIS DEED OF CORRECTION, made and entered into by and between **JOHN F. JACQUES** and wife, **JANE BERRY JACQUES** (collectively the "Grantor") and **J. CLARK AKERS, III** (the "Original Grantee");

W I T N E S S E T H:

WHEREAS, by Deed recorded in Book 6825, Page 789, Register's Office for Davidson County, Tennessee, Grantor conveyed to the Original Grantee a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

> Being Lot Number 23 on the Plan of Northumberland, of record in Book 6250, Page 128, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to John F. Jacques and wife, Jane Berry Jacques, by deed from Northumberland Development Company, of record in Book 6490, Page 228, of the Register's Office for Davidson County, Tennessee.

WHEREAS, the Original Grantee in the above conveyance was incorrectly named as J. Clark Akers, III;

WHEREAS, the correct Grantee in the above conveyance should have been Eleanor M. Akers;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the parties hereto agree that the deed of record in Book 6825, Page 789, Register's Office for Davidson County, Tennessee, shall be amended and corrected in its entirety to read as follows:

WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Map and Parcel No.:**
Eleanor M. Akers Suite B-104 2002 Richard Jones Road Nashville, Tennessee 37215	Eleanor M. Akers Suite B-104 2002 Richard Jones Road Nashville, Tennessee 37215	Map 130-12-0-A Parcel 23

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **JOHN F. JACQUES** and wife, **JANE BERRY JACQUES** (the "Grantor"), have bargained and sold, and by these presents does transfer and convey unto **ELEANOR M. AKERS** (the "Grantee"), her heirs, successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

> Being Lot Number 23 on the Plan of Northumberland, of record in Book 6250, Pages 128 and 129, Register's Office for Davidson County, Tennessee, and as amended by Surveyor's Certificate of Correction, of record in Book 6386, Page 194, Register's Office for Davidson County, Tennessee.
>
> Being a portion of the property conveyed to Northumberland Development Company by deed from Guilford Dudley, Jr. and wife, Jane Anderson Dudley, of record in Book 6302, Page 358, said Register's Office.
>
> Being the same property conveyed to John F. Jacques and wife, Jane Berry Jacques, by deed from Northumberland Development Company, of record in Book 6490, Page 228, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

1. Taxes for the calendar year 1986, which have been prorated between the parties and are assumed by the Grantee.

2. Covenants, conditions and restrictions as set forth in the Declaration of Protective Covenants, Conditions and Restrictions of Northumberland, dated September 7, 1984, of record in Book 6377, Page 18, Register's Office for Davidson County, Tennessee, and re-recorded in Book 6545, Page 799, said Register's Office.

3. Easements, setback lines and other matters shown on the recorded Plan of Northumberland, of record in Book 6250, Pages 128 and 129, Register's Office for Davidson County, Tennessee, and as amended by Surveyor's Certificate of Correction, of record in Book 6386, Page 194, Register's Office for Davidson County, Tennessee, affecting Lots 15, 18 and 62. Note: Lots 31, 32, 33, 34, 43, 44, 48, 49 and 50 are encumbered by an easement to Nashville Electric Service, of record in Book 2296, Page 303, Register's Office for Davidson County, Tennessee, which easement is shown on the recorded plan. Lots 31, 32, 33 and 34 are also encumbered with a ten (10) foot easement for water mains and appurtenances, of record in Book 6434, Page 788, Register's Office for Davidson County, Tennessee, which lies within the Nashville Electric Service Easement. Lots 40, 41, 46, 47 and 51 are encumbered by a perpetual ingress and egress easement over a 50 foot unnamed drive from Harding Place, and a perpetual easement for installation and maintenance of a water pipe or main within said unnamed drive, both granted to Nashville Suburban Utility District in Book 1181, Page 486, Register's Office for Davidson County, Tennessee.

4. Grantor's seller, Northumberland Development Company ("Northumberland Development" reserved a perpetual easement ten (10) feet in width and parallel to the rear line of the real estate conveyed hereby for the purpose of erecting a boundary fence to enclose Northumberland. Northumberland Development further reserved a reasonable right of access across the real estate conveyed hereby during the period of constructionn of the fence, provided Northumberland Development restores the real estate to its condition prior to such entry upon the same by Northumberland Development. By acceptance of the deed to Grantor, Grantor agreed on behalf of Grantor and Grantor's successors that the boundary fence so ereected by Northumberland Development shall become part of the commonn property of Northumberland to be maintained by the Northumberland Homeowners' Association, Inc. (the "Association") and Grantor and Grantor's successors, of which Grantees are a party, shall only own a prorata share of the fence together with all other Lot owners of Northumberland. Grantor and Grantor's successors may not remove or alter the boundary fence in any manner. By acceptance of delivery of this Deed, Grantee on behalf of Grantee and Grantee's successors further agrees that the Association shall have a perpetual right of reasonable ingress and egress across the real estate conveyed hereby for the purpose of maintaining the fence, provided the Association restores the real estate to its condition prior to any ingress or egress by the Association.

5. All easements and rights reserved by Northumberland Development as well as the easements and rights granted to the Northumberland Homeowners' Association and all agreements concerning the boundary fence are binding upon the Grantor herein, the Grantee

herein, and all future owners of all or any portion of the real estate conveyed hereby as to which reference to paragraph 6 of the aforementioned deed between Northumberland Development Company and John F. Jacques and wife, Jane Berry Jacques, is made hereby.

This is unimproved property known as Lot No. 23, Northumberland, Nashville, 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 Grantee, her heirs, successors and assigns forever.

And the Grantor does covenant with the said Grantee 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 set forth above.

And the Grantor does further covenant and bind themselves, their successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, her heirs, successors and assigns, against the lawful claims of all persons whomsoever.

The parties agree that this conveyance is effective as of April 7, 1986.

WITNESS our hands this the 26th day of November, 1986.

JOHN F. JACQUES

JANE BERRY JACQUES

J. CLARK AKERS, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **JOHN F. JACQUES** and **JANE BERRY JACQUES,** the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that they executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal at Nashville, Tennessee, this the 26th day of November, 1986.

Janice E. Cole
NOTARY PUBLIC

My commission expires:

5-13-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **J. CLARK AKERS, III,** the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal at Nashville, Tennessee, this the 26th day of November, 1986.

Notary Public at Large State of Tennessee
NOTARY PUBLIC

My commission expires:

January 28, 1990