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

Box 16

CORRECTION DEED AND DEED OF TRUST

THIS CORRECTION DEED AND DEED OF TRUST dated this the 25th day of June, 1987, by and between A. HARRISON JOHNSON, JR., TRUSTEE FOR ALLIED PARTNERS, "Johnson" herein, C. LEROY NORTON, JR., "Norton" herein, and FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, "Fidelity Federal" herein.

WITNESSETH: BOOK 7281 PAGE 318

THAT WHEREAS ALLIED PARTNERS by Quitclaim Deed of record in Book 6536, Page 559, Register's Office for Davidson County, Tennessee, did on the 12th day of April, 1985, convey to A. Harrison Johnson, Jr., Trustee, Unit Nos. 1-66, inclusive on the Plan of Cottage Place Condominiums, of record in Book 6520, Pages 816-823, Register's Office for Davidson County, Tennessee; and.

THAT WHEREAS ALLIED PARTNERS by Warranty Deed of record in Book 6947, Page 499, said Register's Office, did on the 23rd day of July, 1986, convey to C. LEROY NORTON, JR. Unit No. 117, 117 Cottage Lane, Nashville, Tennessee; and

THAT WHEREAS the legal description was corrected to show Unit No. 17, 117 Cottage Lane, Nashville, Tennessee, by re-recording the said Warranty Deed on the 7th day of May, 1987, in Book 7229, Page 643, said Register's Office; and

THAT WHEREAS C. LEROY NORTON, JR. did on the 23rd day of July, 1986, convey his interest in Unit No. 117, 117 Cottage Lane, Nashville, Tennessee, to Vaden Lackey, Jr., Trustee, in consideration of a $58,000 mortgage loan made by FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION as evidenced by Deed of Trust of record in Book 6947, Page 502, said Register's Office; and

THAT WHEREAS the legal description was corrected to show Unit No. 17, 117 Cottage Lane, Nashville, Tennessee, by re-recording the said Deed of Trust on the 7th day of May, 1987, in Book 7229, Page 645, said Register's Office; and

THAT WHEREAS the parties now desire to correct the legal description and the matters to which title was conveyed subject to as contained in the said Warranty Deed of record in Book 6947, Page 499, and re-recorded in Book 7229, Page 643, as well as the legal description contained in the said Deed of Trust of record in Book 6947, Page 502, and re-recorded in Book 7229, Page 645, 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 that the matters to which title was conveyed subject to and the legal description contained in the said Warranty Deed and Deed of Trust are deleted in their entirety and the following title matters and legal description are substituted in their place and stead as though copied therein:

> Land in Davidson County, Tennessee, being Unit No. 17 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, and by Third Amendment to Master Deed, Declaration of Covenants, Conditions and Restrictions of record in Book 6902, Page 829, said Register's Office.
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> 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. Lannom, et al, of record in Book 6359, Page 345, said Register's Office,

and being part of the same property conveyed to A. Harrison Johnson, Jr., Trustee by Deed of record in Book 6536, Page 559, said Register's Office.

SUBJECT TO:

1. 1986 taxes, which have been prorated and adjusted as of the date hereof.

2. The terms and conditions of the Horizontal Property Act of Tennessee, and 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, and in Book 6902, Page 829, said Register's Office, to all of which C. LEROY NORTON, JR., Grantee in said Warranty Deed, agrees to be bound.

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.

The parties agree that all the other terms and conditions contained in the said Warranty Deed and Deed of Trust shall be and remain the same. The correction contained herein shall relate back to July 23, 1986, the date of execution of the said original Warranty Deed of record in Book 6947, Page 499, as re-recorded in Book 7229, Page 643, and the original Deed of Trust of record in Book 6947, Page 502, as re-recorded in Book 7229, Page 645, Register's Office for Davidson County, Tennessee.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

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

C. LEROY NORTON, JR.

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION

By: Carlise T. Crosby, V. P.

The legal description and the state of title of the property have been furnished to the draftsman by the Grantor in said Warranty Deed, by third parties or from the record. The draftsman assumes no liability as to the accuracy thereof.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, A. HARRISON JOHNSON, JR., TRUSTEE FOR ALLIED PARTNERS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 25th day of June, 1987.

NOTARY PUBLIC

MY COMMISSION EXPIRES: May 8, 1991.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, C. LEROY NORTON, JR., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 25th day of June, 1987.

NOTARY PUBLIC

MY COMMISSION EXPIRES: May 8, 1991.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Earle T. Cundiff of FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION, (the "maker"), with whom I am personally acquainted, and who acknowledged that [he, she] executed the within instrument for the purposes therein contained, and who further acknowledged that [he, she] is the Vice President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 25th day of June, 1987.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/13/89.

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IDENTIFICATION REFERENCE