This instrument prepared by:
Larry H. Snedeker
12th Fl., 1st American Center
Nashville, Tenn. 37238

Fee 51

BOOK 7462 PAGE 584

INSTRUMENT OF CORRECTION

FEB 3 3 55 PM IDENTIFICATION REFERENCE 02441

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WHEREAS, by deed of record in Book 7420, page 367, Register's Office for Davidson County, Tennessee, William B. Whitson and wife, Faye Whitson, conveyed a certain tract or parcel of land in Davidson County, Tennessee, to James Howard Johnson, Jr. and wife, Marie Johnson; and

WHEREAS, by inadvertance and mutual mistake said deed contained an error in the description of the land intended to be conveyed and was described as follows:

> Land located in the Second Civil District of Davidson County, Tennessee, and more particularly described according to a survey made by Edward L. Adams, dated July 2, 1987, as follows:
>
> Beginning at an iron pin located in the center of an abandoned lane at the North right-of-way line of Maxwell Road; same being the southeast corner of William B. Whitson, and the southwest corner of John R. Cheadle, Sr., as of record in Book 5383, page 781; thence with Whitson's line, and the North right-of-way of Maxwell Road North 86 deg. 30' 00" West, 295.00 feet to an iron pin; thence North 2 deg. 45' 27" East, 753.13 feet to an iron pin; thence South 86 deg. 30' 00" East, 294.99 feet to an iron pin located in the center of an abandoned lane, same being a point in the west line of aforementioned Cheadle property; thence with Cheadle's west line south 2 deg. 45' 24" west, 753.13 feet to the point of beginning, containing 5.10 acres, more or less.
>
> Being a portion of the property conveyed to William B. Whitson and wife, Fay B. Whitson, by deed from C.H. Alexander and wife, Willie Mae Alexander, of record in Book 4554, page 706, Register's Office for Davidson County, Tennessee.

and

WHEREAS, the grantees have requested the grantors to correct said error and said grantors have agreed to do so;

NOW, THEREFORE, the said grantors for the purpose of correcting said error and in consideration of the sum of $1.00 to them in hand paid, have bargained and sold and by these presents do bargain, sell and convey unto the said grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

> Located in the Second (2nd) Civil District of Davidson County, Tennessee, being Lot No. 1 on the plan of Whitson's Subdivision of record in Book 6200, page 689, Register's Office of said County and more particularly described as follows:
>
> Beginning at an iron pin located in the center of an abandoned lane at the North right-of-way line of Maxwell Road; same being the Southeast corner of William B. Whitson and the Southwest corner of John R. Cheadle, Sr. as of record in Book 5383, page 781; thence with Whitson's line and the north right-of-way of Maxwell Road N 86 deg. 30' 00" W, 295.00 feet to an iron pin; thence N 2 deg. 45' 27" E, 587.75 feet to an iron pin; thence S 86 deg. 30' 00" E, 294.99 feet to an iron pin located in the center of an

abandoned lane, same being a point in the West line of aforementioned Cheadle property; thence with Cheadle's west line 2 deg. 45' 24" W, 587.75 feet to the point of beginning, containing 3.80 acres, more or less.

Together with an easement of 1.02 acres, being a portion of Lot No. 2 on said plat subject to all terms and conditions as set forth thereon.

Being the same property conveyed to William B. Whitson and wife, Fay B. Whitson, by deed from. C.H. Alexander and wife, Willie Mae Alexander, of record in Book 4554, page 706, Register's Office for Davidson County, Tennessee.

To have and to hold said land, together with all the privileges and appurtenances thereunto belonging to the said grantees, their heirs and assigns, in fee simple forever and the said grantors do hereby re-affirm and ratify all covenants and warranties and stipulations made and provided in said deed of record in Book 7420, page 367, Register's Office for Davidson County, Tennessee; and

WHEREAS, James Howard Johnson, Jr. and wife, Marie Johnson, by deed of trust of record in book 7420, page 370, Register's Office for Davidson County, Tennessee, conveyed to J.M. Grissim, Trustee, in favor of Third National Bank in Nashville, a national banking association, the same tract or parcel of land in Davidson County, Tennessee, as hereinabove described, in trust for the purpose of securing the payment of a certain note which is described in said deed of trust, and for the purpose of making certain agreements, provisions, conditions and stipulations, respecting the security of said note; and

WHEREAS, through inadvertance, and by mutual mistake the same error which was made in the description contained in the deed hereinabove mentioned conveying the land to James Howard Johnson, Jr, and wife, Marie Johnson, was also made in said deed of trust; and

WHEREAS, it is the desire of James Howard Johnson and wife, Marie Johnson, J.M. Grissim, Trustee, and Third National Bank of Nashville, to correct said error;

NOW, THEREFORE, James Howard Johnson, Jr. and wife, Marie Johnson, for the purpose of correcting said error, and in consideration of the sum of $1.00 to them in hand paid, have bargained and sold and by these presents do bargain, sell and convey unto the said J.M. Grissim, Trustee, for the purpose fully set forth and contained in said deed of trust of record in Book 7420, page 370, Register's Office for said County, his successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows; to wit:

Located in the Second (2nd) Civil District of Davidson County, Tennessee, being Lot No. 1 on the plan of Whitson's Subdivision of record in Book 6200, page 689, Register's Office of said County and more particularly described as follows:

Beginning at an iron pin located in the center of an abandoned lane at the North right-of-way line of Maxwell Road; same being the Southeast corner of William B. Whitson and the Southwest corner of John R. Cheadle, Sr. as of record in Book 5383, page 781; thence with Whitson's line and the north right-of-way of Maxwell Road N 86 deg. 30'

00" W, 295.00 feet to an iron pin; thence N 2 deg. 45' 27" E, 587.75 feet to an iron pin; thence S 86 deg. 30' 00" E, 294.99 feet to an iron pin located in the center of an abandoned lane, same being a point in the West line of aforementioned Cheadle property; thence with Cheadle's west line 2 deg. 45' 24" W, 587.75 feet to the point of beginning, containing 3.80 acres, more or less.

Together with an easement of 1.02 acres, being a portion of Lot No. 2 on said plat subject to all terms and conditions as set forth thereon.

Being the same property conveyed to James Howard Johnson, Jr. and wife, Marie Johnson, by deed from William Whitson and wife, Faye Whitson, of record in Book 7420, page 367, Register's Office for Davidson County, Tennessee.

To have and to hold said land, to the said J.M. Grissim, Trustee, and his successors in trust, forever, and the said, James Howard Johnson, Jr. and wife, Marie Johnson, do hereby ratify and reaffirm all the provisions and conditions, stipulations, warranties and covenants made in their entirety in said deed of trust of record in Book 7420, page 370, said Register's Office, and the entire contents thereof, as fully and as effectually as if the entire instrument were copied herein and said instrument is incorporated herein by reference; and

WHEREAS, James Howard Johnson, Jr. and wife, Marie Johnson, by deed of trust of record in book 7420, page 379, Register's Office for Davidson County, Tennessee, conveyed to Larry H. Snedeker, Trustee, the same tract or parcel of land in Davidson County, Tennessee, as hereinabove described, in trust for the purpose of securing the payment of a certain note which is described in said deed of trust, and for the purpose of making certain agreements, provisions, conditions and stipulations, respecting the security of said note; and

WHEREAS, through inadvertance, and by mutual mistake the same error which was made in the description contained in the deed hereinabove mentioned conveying the land to James Howard Johnson, Jr, and wife, Marie Johnson, was also made in said deed of trust; and

WHEREAS, it is the desire of James Howard Johnson and wife, Marie Johnson, and Larry H. Snedeker, Trustee, to correct said error;

NOW, THEREFORE, James Howard Johnson, Jr. and wife, Marie Johnson, for the purpose of correcting said error, and in consideration of the sum of $1.00 to them in hand paid, have bargained and sold and by these presents do bargain, sell and convey unto the said Larry H. Snedeker, Trustee, for the purpose fully set forth and contained in said deed of trust of record in Book 7420, page 379, Register's Office for said County, his successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows; to wit:

Located in the Second (2nd) Civil District of Davidson County, Tennessee, being Lot No. 1 on the plan of Whitson's Subdivision of record in Book 6200, page 689, Register's Office of said County and more particularly described as follows:

Beginning at an iron pin located in the center of an abandoned lane at the North right-of-way line of Maxwell

Road; same being the Southeast corner of William B. Whitson and the Southwest corner of John R. Cheadle, Sr. as of record in Book 5383, page 781; thence with Whitson's line and the north right-of-way of Maxwell Road N 86 deg. 30' 00" W, 295.00 feet to an iron pin; thence N 2 deg. 45' 27" E, 587.75 feet to an iron pin; thence S 86 deg. 30' 00" E, 294.99 feet to an iron pin located in the center of an abandoned lane, same being a point in the West line of aforementioned Cheadle property; thence with Cheadle's west line 2 deg. 45' 24" W, 587.75 feet to the point of beginning, containing 3.80 acres, more or less.

Together with an easement of 1.02 acres, being a portion of Lot No. 2 on said plat subject to all terms and conditions as set forth thereon.

Being the same property conveyed to James Howard Johnson, Jr. and wife, Marie Johnson, by deed from William Whitson and wife, Faye Whitson, of record in Book 7420, page 367, Register's Office for Davidson County, Tennessee.

To have and to hold said land, to the said Larry H. Snedeker, Trustee, and his successors in trust, forever, and the said, James Howard Johnson, Jr. and wife, Marie Johnson, do hereby ratify and reaffirm all the provisions and conditions, stipulations, warranties and covenants made in their entirety in said deed of trust of record in Book 7420, page 379, said Register's Office, and the entire contents thereof, as fully and as effectually as if the entire instrument were copied herein and said instrument is incorporated herein by reference.

IN TESTIMONY WHEREOF, the said parties hereto have hereunto set their hands on this the 1st day of February, 1988.

William B. Whitson
WILLIAM B. WHITSON

Faye Whitson
FAYE WHITSON

James Howard Johnson, Jr.
JAMES HOWARD JOHNSON, JR.

Marie Johnson
MARIE JOHNSON

THIRD NATIONAL BANK

BY: Don Armstrong, V.P.

J.M. GRISSIM, TRUSTEE

LARRY H. SNEDEKER, TRUSTEE

William Whitson
WILLIAM WHITSON, GRANTOR

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 William B. Whitson and wife, Faye Whitson, the bargainors, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of February, 1988.

Jennifer Hartman
NOTARY PUBLIC

My commission expires: 10-5-88

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 James Howard Johnson, Jr. and wife Marie Johnson, the bargainors, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of February, 1988.

Jennifer Hartman
NOTARY PUBLIC

My commission expires: 10-5-88

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 Larry H.Snedeker, Trustee, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of February, 1988.

Jennifer Hartman
NOTARY PUBLIC

My commission expires: 10-5-88

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 J.M. Grissim, Trustee, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of February, 1988.

NOTARY PUBLIC

My commission expires: 1-21-90

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Don Armstrong, 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 Vice President of Third National Bank, a corporation, and that he as such Vice President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of February, 1988.

NOTARY PUBLIC

My commission expires: 1-21-90

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 William B. Whitson, Grantor, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of February, 1988.

NOTARY PUBLIC

My commission expires: 10-5-88