DEED OF CORRECTION BOOK 7952 PAGE 455

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD-4

**FROM**

JAMES C. PICKETT

**TO**

JERRY E. OSTEEN and wife,

RENEE OSTEEN

For draftsman's use

Prepared without search by:

Robert B. Young, Attorney
4800 Charlotte Avenue
Nashville, Tennessee 37209

RE-RECORD BOOK 7958 PAGE 580

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Jerry E. Osteen, et ux (NAME) | J. C. Picket (NAME) | Map 082-04-0 |
| 898 Sharpe Avenue (STREET ADDRESS OR ROUTE NUMBER) | 1900 Graybar Lane (STREET ADDRESS) | Parcel 210 |
| Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP) | Nashville, TN 37215 (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

Deed of Correction
to Correct Conveyance

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 18,000.00 — Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF September, 1989

Notary Public

MY COMMISSION EXPIRES: January 19, 1991

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Eighteen Thousand Dollars and No/100 ($18,000.00) DOLLARS of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have issued their joint promissory note in the principal amount of $17,500.00, payable at the rate of $188.05 per month beginning with the first payment on November 1, 1989 and a like amount on the same day of each succeeding month thereafter until paid in full. This note bears interest at the rate of 10% per annum, payments will be credited first to accrued interest with the remainder to principal reduction.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 17500.00"

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

James C. Pickett

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Jerry E. Osteen and wife, Renee Osteen

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED EXHIBIT "1"

RUSH

IDENTIF. REFERENCE
OCT 11 9 57 AM '89
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

RE-RECORD
7 3 1 5 0

2234 10/03 0101 03CHECK 87.23

7 1 0 2 6

IDENTIFICATION REFERENCE
OCT 3 9 54 AM '89
DAVIDSON COUNTY, TN

RUSH

4675 10/11 0101 03CHECK 9.00

This is unimproved ( ) improved (X) property, known as 898 Sharpe Avenue, Nashville, Tennessee 37206
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we the said grantees herein do hereby transfer and convey unto R.B. Young Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 18,000.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect; but if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower, statutory or elective rights, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advise in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantees herein, their heirs, representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 29th day of September 19 89.

James C. Pickett

x Jerry E. Osteen

x Renee L Osteen

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 C. Pickett, Jerry E. Osteen and wife, Renee Osteen the bargainors, with whom I am personally acquainted, (or 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 29th day of September, 1989.

R. Scott B. Young Notary Public

Commission expires 1.9.91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, and that ____he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

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EXHIBIT NO. 1

TRACT NO. 14:

Being parts of Lots Nos. 8 and 9 on the Plan of Thornby Place, as of record in Book 332, Page 3, said Register's Office, described as follows:

Beginning at an iron pin in the common line 9 and 10 on above mentioned plan. Said iron pin being located N. 83" 50' W. a distance of 37.8 feet from the westerly margin of McFerrin Avenue, as now widened, running thence north 83" 50' west a distance of 37.2 feet to an old clay sewer pipe filled with concrete located in the common line of Lots Nos. 9 and 10, south 83" 50' east, a distance of 60.0 feet from the southeast corner of said Lots Nos. 9 and 10; thence north 4" 00' east a distance of 104.7 feet to right-of-way established by State Highway Department (Sharpe Avenue), passing old clay sewer pipe filled with concrete at 102.5 feet; thence with the south margin of Sharpe Avenue as established by State Highway Department S-86 00" E a distance of 46.4 feet to an iron pin, the beginning of a curve to the right; thence around a curve to right of a distance of 30.7 feet to an iron pin located in the westerly margin of McFerrin Avenue, as established by State Highway Department; thence with the westerly margin of McFerrin Avenue, as established by State S-22 00" W a distance of 87.3 feet to the point of beginning, containing 5,879 square feet.
There is hereby conveyed an easement for a slope: Beginning at a point 41 feet, more or less, west of George W. Turner's southeasterly property corner; thence running northeasterly 82 feet, more or less, to a point; thence running northwesterly 30 feet, more or less, around a curve to the left with a radius of 17 feet; thence running westerly 18 feet, more or less, along Turner's northerly boundary line; thence running southerly 23 feet, more or less, to a point, thence running southwesterly 37 feet, more or less, to a point on Turner's southerly boundary line; thence running easterly 15 feet, more or less, along Turner's southerly boundary line back to the point of beginning, containing 1,600 square feet.

Being Tract No. 1 conveyed to James C. Pickett and wife, Lois Temple Pickett, by deed from B. B. Doubleday, Jr., of record in Book 4673, Page 477, Register's Office for Davidson County, Tennessee and being the same property wherein Lois T. Pickett conveyed all right, title and interest, including her dower and homestead rights of tenants by the entirety to her husband, James C. Pickett by Deed in Book 5053, Page 238, (245-246) R.O.D.C., Tennessee.

AND BEING the same property conveyed by installment deed from James C. Pickett to Danny Ray Blair and wife, Glenda Faye Blair, of record in Book 6907 at Page 477 and reconveyed through foreclosure by deed from R. B. Young, Trustee to James C. Pickett of record in Book 7533 at Page 723, Register's Office for Davidson County, Tennessee.