This instrument prepared by:
Andrew B. Gibson, Jr.
CLEMENT & GIBSON
Suite 600, Noel Place
200 Fourth Avenue, North
Nashville, TN 37219

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DAVIDSON COUNTY, TENN.

35075

DEED OF CORRECTION

THIS DEED OF CORRECTION entered into on the 31st day of MARCH, 1990, by and between THE GILBRALTAR TRUST, PICKETT SCOTT, TRUSTEE, hereinafter referred to as "Trustee", and OLDERMAN REALTY & DEVELOPMENT COMPANY, hereinafter referred to as "Olderman".

WITNESSETH:

WHEREAS, Trustee conveyed to Olderman by Warranty Deed dated the 13th day of March, 1990, certain real property located in Davidson County, Tennessee, known as Lot No. 1, Southmark, and being more particularly described therein (hereinafter "Deed"); and,

WHEREAS, the Deed was filed of record on March 14, 1990, in Book 8064, page 824, Register's Office for Davidson County, Tennessee; and,

WHEREAS, by inadvertent omission, the Deed did not accurately set forth the full corporate name of Olderman, the Grantee therein; and,

WHEREAS, Trustee and Olderman desire to accurately set forth the full corporate name of the Grantee as it should have appeared in said Deed;

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable considerations, Trustee as Grantor and Olderman as Grantee, by their signatures below, agree and affirm as follows:

1. That the Grantee's name as shown in the Warranty Deed executed by Trustee on March 13, 1990, filed March 14, 1990, and of record in Book 8064, page 824, Register's Office for Davidson County, Tennessee, should be corrected to read as OLDERMAN REALTY & DEVELOPMENT COMPANY.

2. That all other matters, agreements and warranties established and set forth in the Deed remain unchanged and are in full force and effect.

3. That this correction is to be incorporated in the Deed, and said Deed, in its entirety, should read as follows:

Address New Owner as follows:	**Send tax bills to:**	**Map-Parcel:**
Olderman Realty & Development Company **3311 Chamblee-Dunwood Road** **Chamblee, GA 30341-2816**	**Same**	**161-97**

WARRANTY DEED

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, **THE GILBRALTAR TRUST, PICKETT SCOTT, TRUSTEE**, hereinafter called Grantor, has bargained and sold, and

by these presents does transfer and convey unto **OLDERMAN REALTY & DEVELOPMENT COMPANY**, hereinafter called Grantee, Grantee's successors and assigns, certain real property lying and being situated in the County of Davidson, State of Tennessee, described as follows:, to-wit:

Being Lot No. 1 on the Boundary and Subdivision of Southmark, a Planned Unit Development, of record in Book 7900, page 38, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to The Gibraltar Trust, Pickett Scott, Trustee, by Quitclaim Deed from Holiday Developers Company, an Oklahoma corporation, of record in Book 5933, page 520, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract of land, together with the appurtenances, easements, estate, title and interest thereto belonging to the said Grantee, Grantee's successors, representatives and assigns forever.

AND GRANTOR COVENANTS with the said Grantee that he is lawfully seized an possessed of said property, that he has a good right to convey it, and that the same is unencumbered except for:

(1) Those matters set forth in that Boundary and Subdivision of Southmark of record in Book 7900, page 38, Register's Office for Davidson County, Tennessee, including without limitation, that no building permit shall be issued until a final site development plan is approved by the Metropolitan Planning Commission, and subject to any consequences resulting from the failure to record the final site development plan of Southmark, to which this conveyance is made subject; and

(2) Declaration of Covenants and Restrictions of record in Book 8064, page 815, Register's Office for Davidson County, Tennessee.

(3) The following covenants and restrictions, all of which shall run with the land and shall continue and be binding upon the Grantee and all parties having any right, title or interest in the described property or any par of it.

No building or improvement may be constructed within seventy-five(75) feet from the property line along Nolensville Road or within twenty-five (25) feet from the ingress and egress easement on the south property line. The following acts and uses are absolutely prohibited:

(a) transient habitation, (b) scrap operations, (c) automotive parking lot, (d) any structure more than one story, (e) any use creating offensive noise, vibration, smoke, dust or other particulate matter, odorous matter, excess heat and humidity or other objectionable effect, (f) any automotive repair and cleaning operation except those companies operating in a self-contained structure, and (g) any self-service car wash.

Each and all of the restrictions and covenants above must terminate, end and be of no further effect, whether legal or equitable, on and after December 31, 2015.

The acceptance of this deed by the Grantee constitutes an acceptance of all the terms, conditions, limitations and

restrictions described above to which the property conveyed by this deed is subject.

AND GRANTOR further covenants and binds himself, his heirs, assigns and representatives, to warrant and forever defend the title to said property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Correction to be executed as of the day and year first above written.

GRANTOR/TRUSTEE:

THE GIBRALTAR TRUST

By: _____
Pickett Scott, Trustee

GRANTEE/OLDERMAN:

OLDERMAN REALTY & DEVELOPMENT COMPANY

By: _____
Bruce Olderman
Title: **President**

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **PICKETT SCOTT, TRUSTEE,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office, this 6th day of ~~March~~ April, 1990.

_____
NOTARY PUBLIC

My Commission Expires: March 1, 1993

OFFICIAL SEAL
KIMBERLY R. FLOWERS
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires March 1, 1993

STATE OF GEORGIA)
COUNTY OF DEKALB)

Before me, the undersigned, of the state and county aforesaid, personally appeared **Bruce Olderman**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be President (or other officer authorized to execute this instrument) of **OLDERMAN REALTY & DEVELOPMENT COMPANY**, the within named bargainor, a corporation, and that he/she as such authorized officer executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as such authorized officer.

Witness my hand and seal, at office, this 31ST day of March, 1990.

_____
NOTARY PUBLIC

My Commission Expires: _____

Notary Public, Cobb County, Georgia
My Commission Expires March 18, 1994

JACQUELI... PUBLIC COBB COUNTY, GA.

9-00