FROM
Rachael T. Stone

TO
Richard W. Rowland, et ux
Jennifer L. Rowland

This instrument was prepared by:
Jno. B. Cobb, Jr.
Attorney at Law
2200 Abbott Martin Rd.
Nashville, Tenn. 37215

NAME & ADDRESS OF PROPERTY OWNER	NAME & ADDRESS OF PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES	MAP-PARCEL NUMBERS
Richard W. Rowland, et ux	Sovran Mortgage Corporation	Map 162-6
(NAME) 231 Delvin Drive	(NAME) P.O. Box 26388	Par 51
(STREET ADDRESS OR ROUTE NUMBER) Antioch, TN 37013	(STREET ADDRESS) Richmond, VA 23260-6388	
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

-0-

$ _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF August 19 93

B. Edwards
Notary Public

MY ~~COMMISSION EXPIRES~~: Dec. 26

~~(AFFIX SEAL)~~

INSTRUMENT OF CLARIFICATION AND CORRECTION

WHEREAS, by an instrument probably incorrectly acknowledged for registration although appearing in Book 8428, page 183, dated August 18, 1991, in the Register's Office for Davidson County, Tennessee, the undersigned Rachael T. Stone purported to convey to Richard W. Rowlnd and wife, Jennifer L. Rowland, certain land in Davidson County, Tennessee, being Lot No. 74 on the Plan of Fair Oaks, Section I, as of record in Book 4175, pages 42 and 43, Register's Office for said County and being the same property hereinafter described; and

WHEREAS, the aforesaid instrument is lacking in the draftsmanship of the agreement between the parties and omits certain matters which should have been included; and

WHEREAS, it is the desire of the parties, as evidenced by their signatures hereto, that no new, different nor amended contract be made, but that the intent of the parties should be appropriately documented and lawfully recorded which properly and appropriately embraces the intention of the parties and that the former instrument be clarified and corrected by the execution of the within instrument which is intended to be substituted for the former instrument which the parties hereby agree shall be held for naught and their agreement is fully expressed herein in the place and stead of the former instrument.

ACCORDINGLY, their agreement is expressed in the following conveyance:

FOR THE CONSIDERATIONS herein set out and expressed, of which the sum of Two Thousand and 00/100 ($2,000.00) Dollars has been paid in cash to the grantor by the grantees hereinafter named, the receipt of which is hereby acknowledged by the grantor, and for the remainder the said grantees have assumed and agreed to pay the remaining unpaid principal balance due on a certain note secured by a deed of trust executed by Dennis W. Dockum and wife, Tenice F. Dockum, to J.G. Palmer, Trustee, of record in Book 4491, page 352, Register's Office for Davidson County, Tennessee, the obligations of which are assumed by said grantees, in the original principal amount of $17,000.00, reference to which is here made;

And in addition thereto the said grantees have executed one non-interest bearing note of even date herewith payable to the said grantor in the original principal amount of Thirty-Three Thousand and 00/100 ($33,000.00) Dollars and payable without interest in installments of Two Hundred & 00/100 ($200.00) Dollars each per month beginning November 15, 1991, and continuing monthly thereafter until the said principal amount thereof is fully paid, said note providing also for payment of attorney's fees. (Included in said principal amount is the principal balance of a certain note executed by the grantor payable to Security Federal Savings & Loan Association in the original principal amount of $9,500.00 which is secured by a deed of trust on captioned premises made by her to Everett A. Covington, Trustee, of record in Book 7041, page 748, said Register's Office, dated November 7th, 1986, said note providing for monthly payments thereon which are to be paid by the grantor as they fall due until the said principal amount of said note is fully paid.)

AND, NOW, to secure the payment of the said note principal and attorney's fees, executed by the grantees to the grantor, a lien is expressly retained on the land herein conveyed, I, RACHAEL T. STONE, hereinafter called the grantor, have bargained and sold and do hereby convey unto RICHARD W. ROWLAND and wife, JENNIFER L. ROWLAND, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 74 on the Plan of Fair Oaks, Section I, as of record in Book4175, pages 42 and 43, Register's Office for said County.

Said Lot No. 74 fronts 75 feet on the southerly side of Delvin Drive and extends back 142.5 feeton the easterly line and 135 feet on the westerly line to a dead line and measures 75.31 feet thereon.

Being the same property conveyed to Lewis L. Stone and wife, Rachael T. Stone, by deed from Dennis W. Dockum and wife, Tenice F. Dockum, of record in Book 4752, page 672, Register's Office for said County.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 33,000.00"

This is improved property known as 231 Delvin Drive, Antioch, Tennessee, 37013.

The premises herein conveyed are encumbered as follows:

1. Taxes for the current and subsequent years.

2. Deed of trust executed by Dennis W. Dockum and wife, Tenice F. Dockum, to J.G. Palmer, Trustee, of record in Book 4491, page 352, said Register's Office, dated April 1, 1971, to secure to Noel-Palmer Mortgage Company, Inc. an indebtedness in the amount of $17,000.00, and any other sums which may be and become payable under the terms thereof.

3. Deed of trust executed by Rachael Estes Stone to Everett A. Covington, Jr., Trustee, of record in Book 7041, page 748, said Register's Office, dated November 7, 1986, to secure to Security Federal Savings and Loan Association of Nashville, an indebtedness in the amount of $9,500.00 and any other sums which may be and become payable under the terms thereof.

4. The plan of record in Book 4175, pages 42 and 43, said Register's Office, shows an owner's certificate, a 30-foot minimum building setback line from Delvin Drive and a 10-foot easement for public utility and drainage purposes along the rear line of said lot.

5. Restrictive covenants contained in an instrument of record in Book 4289, page 198, amended in Book 4475, page 863, in the Register's Office for Davidson County, Tennessee, which may have expired.

TO HAVE AND TO HOLD the said real estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and the same is unencumbered except as hereinabove set out.

I further covenant and bind myself, my 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 paymnet of said lien note and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note as the installments 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 B.B. BEAMAN, TRUSTEE, of 2300 Chickering Lane, Nashville, Tennessee, 37215, his successors and assigns, the real estate hereinabove 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 the insurable value until the note herein secured is fully paid, and to have the loss, if any, made payable on the policy o policies to said Trustee for the benefit of the lawful owner and holder of said note, 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 note may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear lawful interest from the date of such payment. Now, if we, the said grantees, shall pay the note and installments when due according to it's 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 is we fail to pay any one of said installments, note or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if we fail to reimburse the trustee or lawful owner and holder of said note for all sums, with interest, so expended by said trustee, or lawful owner and holder of said note 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 os said note, or any part of said note then past due and unpaid, all remaining unpaid installments 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 south door of the Metro Courthouse in said County to the highest bidder for cash, at public outcry, from the equitable and statutory rights of redemption and all other exemptions of every kind, which are hereby expressly waived, including homestead and marital exemptions; 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 installment of said note, 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, to 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:

First: to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fes 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; and trustee's fees.

Second: to the payment of all taxes which may be unpaid on such premises.

Third: to the payment of the note and all unpaid installments thereon, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: 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 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 hereto conveyed to the said trustee shall be vested in said successor.

Wherever 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 grantor and grantees, have executed this instrument as and for the 18th day of August, 1991.

Rachael T. Stone

Rachael T. Stone

Richard W. Rowland

Richard W. Rowland

Jennifer L. Rowland

Jennifer L. Rowland

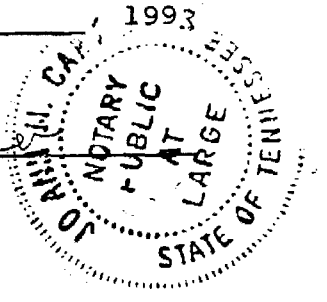
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named RACHAEL T, STONE, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my signature this the 31 day of July, 1993

John M. Earnest
Notary Public

My Commission expires: January 25, 1997



BOOK 9034 PAGE 485

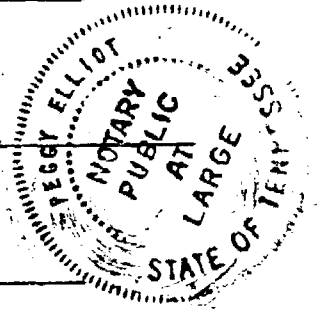
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named RICHARD W. ROWLAND and wife, JENNIFER L. ROWLAND, 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 signature this the 17th day of May, 1993

Peggy Elliott
Notary Public

My Commission expires: 5-23-94



47712
IDENTIF. ↑ REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

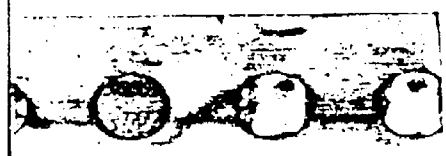
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REC

OFF

BOOK 9034 PAGE 486

OFFICIAL RECEIPT
FELIX Z WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE TENNESSEE



RECEIVED OF _____

FOR _____

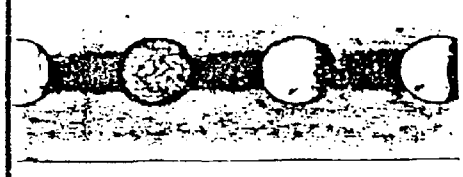
BOOK 8428 PAGE 185

CO CONVEYANCE MO MORTGAGE WD WARRANTY DEED TD TRUST DEED	CC CERTIFIED COPY REL RELEASE UCC UNIFORM COMMERCIAL CODE		MISC MISCELLANEOUS CO TX STATE TAX CONVEY MO TX STATE TAX MORT PRFEE PROBATE FEE		
DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID	

CAMT	45000.00
CON TX	166.50
PRFEE	1.00
MDEED	6.00
TOTAL	173.50
CASH	173.50

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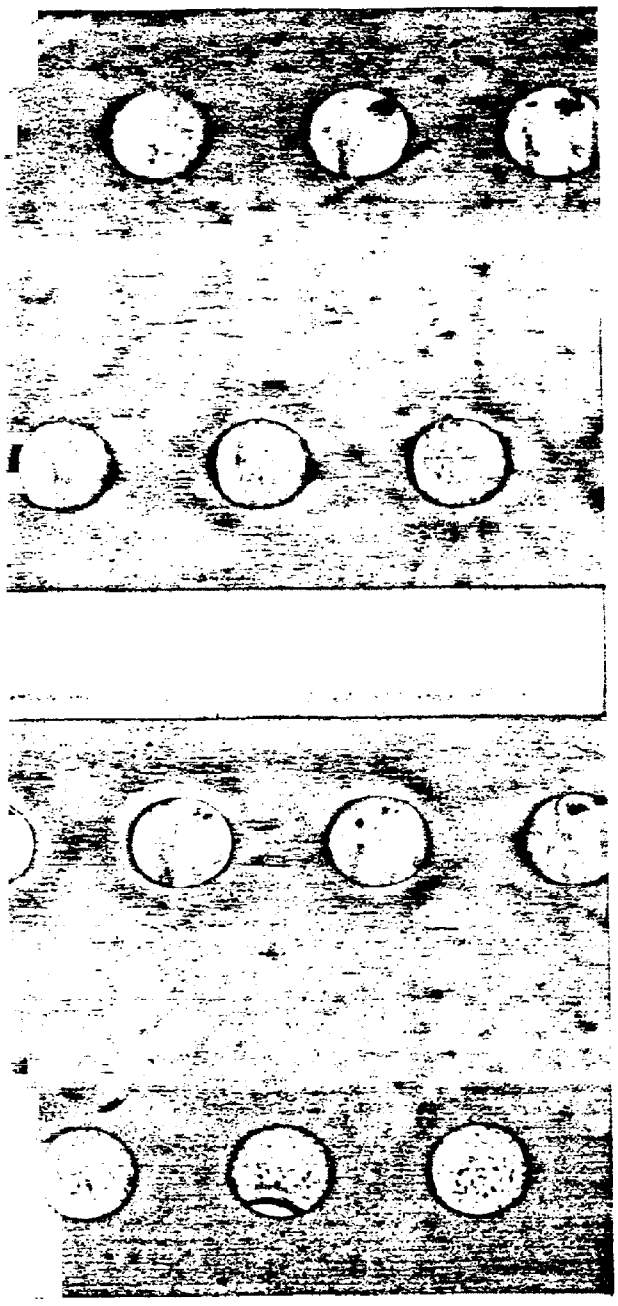
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



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Aug 26 12 51 PM '91

No. 453369



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9034 PAGE 487

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			MAMT 33000.00	
			MOR TX 35.65	
			PRFEE 1.00	
			MISC 24.00	
			TOTAL 60.65	
			CHECK 60.65	
08/03/93	01	13:24 0001	5113	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

47712
IDENTIF. # REFERENCE

93 AUG -3 PM 1:24
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 681507