41

BOOK 10391 PG 671

CORRECTIVE GENERAL WARRANTY DEED

From: Greens of Rivergate Limited Partnership, Grantor

To: Greens of Rivergate II c/o Cumberland Ventures, Inc. 120 Vista Pointe Drive Wilder, Kentucky 41071

This Instrument Was Prepared By:
Warren H. Wild, Jr.
Farris, Warfield & Kanaday, PLC
Suite 1900, SunTrust Center
424 Church Street
Nashville, Tennessee 37219

STATE OF OHIO)
COUNTY OF HAMILTON)

The actual consideration or value, whichever is greater, for this transfer is Zero Dollars ($-0-).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 17th day of MARCH, 1997.

Notary Public

My Commission Expires: Jan. 29, 2002

KAREN WILSON
Notary Public, State of Ohio
My Commission Expires Jan. 29, 2002

NOTARIAL SEAL STATE OF OHIO

This Corrective General Warranty Deed is entered into between Greens of Rivergate Limited Partnership ("Grantor"), a Kentucky limited partnership and Greens of Rivergate II Limited Partnership ("Grantee"), a Kentucky limited partnership, for the purpose of correcting an error in the General Warranty Deed from Grantor to Grantee recorded in Book 10377, page 18, in the Register's Office of Davidson County, Tennessee (the "Deed").

For good and valuable consideration, the parties agree that Exhibit B to the Deed is hereby deleted and in lieu thereof, the following Exhibit B is inserted and incorporated in the Deed as fully as if the Exhibit B attached hereto had originally been a part of the Deed.

In all other respects, the Deed shall remain unamended and in full force and effect, except to the extent corrected by this Corrective General Warranty Deed.

BOOK 10391 PG 672

IN WITNESS WHEREOF, the parties have executed this Agreement this 17TH day of MARCH, 1997.

GRANTOR:

GREENS OF RIVERGATE LIMITED PARTNERSHIP

By: Cumberland Ventures, Inc., a Kentucky corporation, its general partner

By: _____

Title: _____

GRANTEE:

GREENS OF RIVERGATE II LIMITED PARTNERSHIP

By: Cumberland Ventures, Inc., a Kentucky corporation, its general partner

By: _____

Title: _____

STATE OF OHIO)
COUNTY OF BUTLER)

Before me, KAREN WILSON, a Notary Public of said County and State, personally appeared JOSEPH FAISANT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be PRESIDENT of Cumberland Ventures, Inc., a Kentucky corporation, the general partner of GREENS OF RIVERGATE LIMITED PARTNERSHIP, the within named bargainor, an Kentucky limited partnership, and that he as such PRESIDENT of such general partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by its general partner by himself as PRESIDENT of its general partner.

Witness my hand and seal, at Office in CINCINNATI, OHIO, this 17TH day of MARCH, 1997.

_____
Notary Public

My Commission Expires: Jan 29, 2002

NOTARIAL SEAL STATE OF OHIO
KAREN WILSON
Notary Public, State of Ohio
My Commission Expires Jan. 29, 2002

BOOK 11391 PG 673

STATE OF OHIO)
COUNTY OF BUTLER)

Before me, KAREN WILSON, a Notary Public of said County and State, personally appeared JOSEPH FAISANT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be PRESIDENT of Cumberland Ventures, Inc., a Kentucky corporation, the general partner of GREENS OF RIVERGATE II LIMITED PARTNERSHIP, the within named bargainor, an Kentucky limited partnership, and that he as such PRESIDENT of such general partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by its general partner by himself as PRESIDENT of its general partner.

Witness my hand and seal, at Office in CINCINNATI, OHIO, this 17th day of MARCH, 1997.

Karen Wilson
Notary Public

My Commission Expires: Jan. 29, 2002

NOTARIAL SEAL STATE OF OHIO

KAREN WILSON
Notary Public, State of Ohio
My Commission Expires Jan. 29, 2002

0286920

IDENTIFICATION REFERENCE

EXHIBIT B

Encumbrances

1. The lien for 1997 taxes will be prorated between the parties when known and paid by Grantor.

2. TVA Transmission Line Easements of record in Book 3223, Page 327, Register's Office of Davidson County, Tennessee.

3. Easement(s) as set forth in instrument recorded in Book 4805, Page 797, Register's Office of Davidson County, Tennessee.

4. Agreement for Dedication of Easement for Dry Creek Flood Control Project of record in Book 8157, Page 78, Register's Office of Davidson County, Tennessee, including flowage easement.

5. All matters shown on plat recorded in Plat Book 9700, Page 338, Register's Office of Davidson County, Tennessee.

6. Easement and Right of Entry Agreement between VSC Cable, Inc. and Grantor of record in Book 10046, page 915, Register's Office of Davidson County, Tennessee.

7. Declaration of Land Use Restrictive Covenants for Low Income Housing Tax Credits of record in Book 9901, page 428, Register's Office of Davidson County, Tennessee.

8. Declaration of Easement and Restrictions of record in Book 10377, page 5, Register's Office of Davidson County, Tennessee.

9. Agreement of record in Book 10377, page 10, Register's Office of Davidson County, Tennessee.