BOOK 10410 PG 332

STATE OF TENNESSEE)
COUNTY OF _____)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $0.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF April, 1997.

Notary Public

MY COMMISSION EXPIRES:
4-9-2000
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

BRANSTETTER, KILGORE, STRANCH & JENNINGS, 227 SECOND AVENUE, NORTH, 4TH FLOOR, NASHVILLE, TN 37201

NAME	ADDRESS	
NAME & ADDRESS OF PROPERTY OWNER	NAME & ADDRESS OF PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES	MAP-PARCEL NOS
(NAME) DONALD W. JOHNSON	(NAME) SAME AS PROPERTY OWNER	MAP: 155-8-C PARCEL: 254
(STREET ADDRESS OR ROUTE NO.) 7990 POPLAR CREEK ROAD	(STREET ADDRESS)	
(CITY) (STATE) (P.O. ZIP) NASHVILLE, TN 37221	(CITY) (STATE) (ZIP)	

Instrument of Correction

7255 04/08 0101 03CHECK 12.00

Whereas, on March 25, 1997, POPLAR CREEK DEVELOPMENT COMPANY executed a WARRANTY DEED for the purpose of conveying property to DONALD W. JOHNSON, 7990 POPLAR CREEK ROAD, NASHVILLE, TN 37221. That same Deed was recorded at Book 10392, Page 974, Register's Office for Davidson County;

Whereas, said Deed properly listed as the new owner DONALD W. JOHNSON; however, through mistake and inadvertence, in the body of the Warranty Deed, the Deed stated that the property was transferred and conveyed unto LANDMARK MANAGEMENT CORP., a word-processing error in which this portion of the "form deed" inadvertently was not changed to reflect "DONALD W. JOHNSON" instead of "LANDMARK MANAGEMENT CORP."

Whereas, it was the intention of both the GRANTORS and the GRANTEE that the property should be conveyed to DONALD W. JOHNSON and not to LANDMARK MANAGEMENT CORP.

Now, Therefore, in consideration of the premises, POPLAR CREEK DEVELOPMENT CO., and DONALD W. JOHNSON hereby enter this INSTRUMENT OF CORRECTION, authorizing the Register of Deeds for Davidson County, Tennessee, to record the same and restating correctly the Warranty Deed as follows:

For and in Consideration of the sum of **Thirty-Four Thousand and No/100 Dollars ($34,000.00)**, cash in hand paid by the hereinafter named **GRANTEE**, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, **POPLAR CREEK DEVELOPMENT CO.**, hereinafter called the **GRANTORS**, have bargained and sold, and by these presents do transfer and convey unto **DONALD W. JOHNSON**, hereinafter called the **GRANTEE**, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being **LOT NO. 10 ON THE FINAL PLAT OF POPLAR CREEK ESTATES, PHASE IV**, as of record in Book 9700, Page 195, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to **POPLAR CREEK DEVELOPMENT COMPANY** by Deed from **FIRST HOTEL INVESTMENT CORPORATION**, of record in Book 10037, Page 477, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following:

1. Restrictive Covenants contained in instrument of record in Book 9472, Page 824, Register's Office for Davidson County, Tennessee.

2. The Plan of Record in Book 9700, Page 195, Register's Office for Davidson County, Tennessee, shows an Owner's Certificate, certain building limits, certain notes and requirements, to which Plat specific reference is here made.

This is unimproved property, known as **LOT NO. 10, POPLAR CREEK ESTATES, PHASE IV.**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his heirs and assigns, forever. We do covenant with said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever. 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.

Witness our hands on this 14th day of April, 1997.

POPLAR CREEK DEVELOPMENT COMPANY

By: _____

JANE B. STRANCH
SECRETARY/TREASURER

_____

DONALD W. JOHNSON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON}

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared JANE B. STRANCH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Secretary/Treasurer of POPLAR CREEK DEVELOPMENT CO., the within named bargainor, a corporation (or partnership), and that she, as such officer (or partner), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation (or partnership) by herself as such officer (or partner).

WITNESS my hand and official seal at Nashville, Tennessee, this 8 day of April, 1997.

Notary Public

My Commission Expires:
4-9-2000

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared DONALD W. JOHNSON, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Bargainor named herein and to be the new property owner listed in the Warranty Deed recorded at Book 10392, Page 974, Register's Office for Davidson County, Tennessee, and that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 8 day of April, 1997.

NOTARY PUBLIC

My Commission Expires:
4-9-2000

PICK-UP