BOOK 10878 PG 812 Box 17

STATE OF TENNESSEE }
COUNTY OF Davidson

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

Cecil D Branstetter
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF April, 1998.

Jay Bishop
NOTARY PUBLIC

MY COMMISSION EXPIRES:
11/24/98
(AFFIX SEAL)

NOTARY PUBLIC AT LARGE

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) JAMES C. (JIMMY) VANCE AND WIFE MAY VANCE	(NAME) SAME AS PROPERTY OWNER	MAP: 155 PARCEL: 243
(STREET ADDRESS OR ROUTE NO.) 237 OLD HICKORY BOULEVARD	(STREET ADDRESS)	
(CITY) (STATE) (P.O. ZIP) NASHVILLE, TN 37221	(CITY) (STATE) (ZIP)	

Instrument of Correction

Whereas, by a WARRANTY DEED OF EXCHANGE dated January 28, 1997, and recorded in Book 10333, Page 179, Register's Office for Davidson County, Tennessee (the "WARRANTY DEED"), CECIL D. BRANSTETTER AND WIFE, CHARLOTTE C. BRANSTETTER, conveyed to JAMES C. VANCE AND WIFE, MAY VANCE, the real property described therein, as follows:

> Land in Davidson County, Tennessee, being Lot No. 243 on the Final Plat of Poplar Creek Estates, Phase II, as of record in Book 6900, Page 339 through 347, as amended of record in Book 7900, Pages 888-889, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.

and;

Whereas, both prior to and subsequent to the execution of the WARRANTY DEED, the said Lot 243 was incorrectly listed by the METROPOLITAN PLANNING COMMISSION and the METROPOLITAN TAX ASSESSOR as being Tax Map 155, Parcel 243, Lot 243; and

Whereas, it has now been determined that, due to mistake and inadvertence, the Lot which was intended to be conveyed was Lot 242 on the said Final Plat of POPLAR CREEK ESTATES, which Lot 242 corresponds to Tax Map 155, Parcel 243; and

Now, Therefore, in consideration of the premises, and in order to correct said mistake and inadvertence, **CECIL D. BRANSTETTER AND WIFE, CHARLOTTE C. BRANSTETTER,** and **JAMES C. VANCE AND WIFE, MAY VANCE,** hereby enter into this **INSTRUMENT OF CORRECTION,** and by their execution hereof strike from the **WARRANTY DEED** the reference to Lot 243, and substitute in lieu thereof Lot 242,

and in furtherance thereof, the undersigned **JAMES C. VANCE AND WIFE, MAY VANCE,** hereby quitclaim and convey to **CECIL D. BRANSTETTER AND WIFE, CHARLOTTE C. BRANSTETTER** the said Lot 243 on the Final Plat of POPLAR CREEK ESTATES, PHASE II, as of record in Book 6900, Page 339 through 347, as amended of record in Book 7900, Pages 888-889, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, to which reference is made for a more complete and accurate legal description;

and the undersigned **CECIL D. BRANSTETTER AND WIFE, CHARLOTTE C. BRANSTETTER,** hereinafter called the **GRANTORS,** for the consideration expressed in the WARRANTY DEED, have bargained and exchanged, and by these presents do transfer and convey unto **JAMES C. VANCE AND WIFE, MAY VANCE,** hereinafter called the **GRANTEES,** their heirs and assigns, that certain tract of land in Davidson County, Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot No. 242 on the final plat of Poplar Creek Estates, Phase II, as of record in Book 6900, Page 339 through 347, as amended of record in Book 7900, Pages 888-889, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.

This conveyance is made subject to a Restrictive Covenant that such property may not be used as a gas station, car wash or laundromat.

This is unimproved property, known as **LOT 242, POPLAR CREEK ESTATES, PHASE II.**

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said **GRANTEES,** their heirs and assigns, forever. We do covenant with said **GRANTEES** 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 **GRANTEES,** their 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 this 2nd day of April, 1998.

JAMES C. VANCE

CECIL D. BRANSTETTER

MAY VANCE

CHARLOTTE C. BRANSTETTER

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared CECIL D. BRANSTETTER and CHARLOTTE C. BRANSTETTER, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the within named GRANTORS, and that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 2nd day of April, 1998.

Jay S. Bishop
NOTARY PUBLIC

My Commission Expires:

11/24/2001

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared JAMES C. VANCE and MAY VANCE, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Bargainors named herein and to be the GRANTEES named within the WARRANTY DEED recorded at Book 10333, Page 179, Register's Office for Davidson County, Tennessee, and that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 2nd day of April, 1998.

Cynthia S. Clark
NOTARY PUBLIC

My Commission Expires:

1-20-02

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IDENTIF. & REFERENCE

98 APR -8 PM 12:46

RECEIVED AND RECORDED IN REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

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