Return To:

THIS INSTRUMENT PREPARED BY:
PETER WEISS, ATTORNEY
761 Old Hickory Blvd., Suite 102
Brentwood, TN 37027

Middle Tennessee Escrow Co.
113 Hazel Path
Hendersonville, TN 37075

Davidson County DEEDWARR
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INSTRUMENT OF CORRECTION
TO
WARRANTY DEEDS AND DEED OF TRUST

THIS Instrument of Correction is made and entered into this the 21 day of August, 2000, by and between KENNETH N. LITTON and wife, KAREN E. LITTON, hereinafter referred to as "Litton", CYNTHIA A. DONEY, UNMARRIED, AND CARA D. KNIPP, UNMARRIED, hereinafter referred to as "Doney/Knipp", and CHASE MANHATTAN MORTGAGE CORPORATION, hereinafter referred to as "Chase".

W I T N E S E T H :

THAT WHEREAS, by Deed of record in Book 11410, Page 406, Register's Office for Davidson County, Tennessee, the said Kenneth N. Litton and wife, Karen E. Litton, were conveyed a certain tract or parcel of land located in Davidson County, Tennessee, by Deed from Fox Ridge Homes, Inc., a/k/a NVR Fox Ridge, Inc., the same being described in said Deed as follows, to-wit:

> BEING Lot No. 247 on the Plan of Boone Trace at Biltmore, Section Three, of record in Book 9700, Pages 758 and 759, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

AND, WHEREAS, by Deed of record in Book 11627, Page 347, Register's Office for Davidson County, Tennessee, the said Cynthia A. Doney, unmarried and Cara D. Knipp, unmarried, were conveyed a certain Tract or Parcel of Land located in Davidson County, Tennessee, by Deed from Fox Ridge Homes, Inc., the same being described in said Deed as follows, to wit:

> BEING Lot No. 246 on the Plan of Boone Trace at Biltmore, Section Three, of record in Book 9700, Pages 758 and 759, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

AND, WHEREAS, the legal description for each lot was modified and changed and the original plat for said Lots was voided and vacated by the Plat of the Resubdivision of Lots 246 and 247, Section Three, Boone Trace at Biltmore, of record in Book 11190, Page 124, Register's Office for Davidson County, Tennessee; and,

WHEREAS, Doney/Knipp executed a Deed of Trust Note secured by a Deed of Trust of record in Book 11627, Page 350, in the Register's Office for Davidson County, Tennessee, said Deed of Trust containing the original legal description; and,

WHEREAS, said Deed of Trust Note and Deed of Trust being assigned to Chase Manhattan Mortgage Corporation, by instrument of record in Book 11710, Page 632, in said Register's Office; and,

WHEREAS, the parties desire to correct the legal descriptions to reflect the original descriptions contained on the Plat of Resubdivision of Lots 246 and 247, Section Three, Boone Trace at Biltmore, of record in Book 11190, Page 124, Register's Office for Davidson County, Tennessee, and all parties have agreed to join in this instrument in order to do so.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements as hereinafter recited, the said Cynthia A. Doney, unmarried, and Cara D. Knipp, unmarried, hereby quitclaim and convey all their right, title and interest unto Kenneth N. Litton and wife, Karen E. Litton, as tenants by the entirety, their heirs and assigns, a certain tract or parcel of land located in Davidson County, Tennessee; and,

> BEING Lot No. 247 on the Resubdivision of Lots 246 & 247, Section Three, Boone Trace at Biltmore, of record in Book 11190, Page 124, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

The said Kenneth N. Litton and wife, Karen E. Litton hereby quitclaim and convey all of their right, title and interest unto Cynthia A. Doney, unmarried and

Cara D. Knipp, unmarried, their heirs and assigns, a certain tract or parcel of land located in Davidson County, Tennessee; and,

> BEING Lot No. 246 on the Resubdivision of Lots 246 and 247, Section Three, Boone Trace at Biltmore, of record in Book 11190, Page 124, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Simultaneous with the said conveyance to Doney/Knipp, the said Cynthia A. Doney, unmarried, and Cara D. Knipp, unmarried, hereby convey:

> BEING Lot No. 246 on the Resubdivision of Lots 246 and 247, Section Three, Boone Trace at Biltmore, of record in Book 11190, Page 124, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

to Donald A. Gilliam of Rutherford County, Tennessee, Trustee, and Chase Manhattan Mortgage Corporation, in order to modify the legal description contained in the Deed of Trust, of record in Book 11627, Page 350, in said Register's Office, to correct the legal description of the property herein conveyed.

The parties to this agreement hereby, by and through their respective execution hereof, agree that the respective Warranty Deeds and Deed of Trust are hereby modified and that all covenants, warranties, conditions and stipulations contained in the said Warranty Deeds and Deed of Trust hereabove recited not specifically modified herein, shall remain in force and effect and shall relate back to the date of the original transaction.

IN WITNESS WHEREOF, the parties have set their signatures effective the date and date first above written.

CYNTHIA A. DONEY

CARA D. KNIPP

KENNETH N. LITTON

KAREN E. LITTON

CHASE MANHATTAN MORTGAGE CORPORATION

BY: LISA A. McCANE

TITLE: Assistant Vice President

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 CYNTHIA A. DONEY AND CARA D. KNIPP, BOTH UNMARRIED, 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 hand and official seal at Beersboro, Tennessee, this 29th day of August, 2000.

My Commission Expires: 5/28/03

NOTARY PUBLIC

PETER WEISS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN

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 KENNETH N. LITTON AND WIFE, KAREN E. LITTON, 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 hand and official seal at Brentwood, Tennessee, this 24th day of August, 2000.

My Commission Expires: 5/28/03

NOTARY PUBLIC

SCOTT D. WEISS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

STATE OF OHIO)
COUNTY OF FRANKLIN)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Lisa A. McCabe, 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 Assistant Vice President of the CHASE MANHATTAN MORTGAGE CORPORATION, a corporation, and that she as such Assistant Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as such officer.

WITNESS my hand and official seal at Columbus, Ohio, this 24 day of August, 2000.

My Commission Expires: 4/30/03

NOTARY PUBLIC

NOTARY SEAL STATE OF OHIO

LORI L. SKAGGS
NOTARY PUBLIC-STATE OF OHIO
MY COMMISSION EXPIRES
APRIL 30, 2003

P:\FDS\WS1\WPDOCS\CORR-LEG.