THIS INSTRUMENT WAS PREPARED BY:
MANSON, JONES & WHITTED
1319 Fifth Avenue North
(615)254-1600

Davidson County DEEDTRS
Recvd: 12/28/00 12:35 4pgs
Fees:18.00 Taxes:0.00
20001228-0126871

Box 11

DEED OF CORRECTION
TO CORRECT THE NAME OF THE GRANTEE
OF DEED RECORDED AT BOOK 11643, PAGE 476
REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE
AND THE COUNTY OF THE DEED OF TRUST

Address of New Owner:
Larry N. Cole Sr.
3705 Creekland Court
Nashville, Tennessee 37218

Send Tax Bills To:
SAME AS OWNER

Map & Parcel No.
58-15-77

WITNESSETH:

THIS AGREEMENT made this 8th day of December, 2000 by, and between **STONE, HIGGS & DREXLER P.C.** hereinafter called GRANTOR(S), PARTY OF THE FIRST PART; and **LARRY N. COLE SR. AND DEBORAH SCOTTENSLEY d/b/a L & D Holding, a Tennessee Partnership**, hereinafter called GRANTEE, PARTY OF THE SECOND PART;

WHEREAS, on July 7, 1999, the said **GRANTOR**, conveyed certain real property situated in Davidson County, Tennessee to GRANTEE, by Substitue Trustee's Deed of record in Book 11643, Page 477, Register's Office for Davidson County, Tennessee, described as follows:

> Being Lot No. 56 on the Plan of Creekwood North as of record in Plat Book 4675, Page 16, Register's Office, Davidson County, Tennessee.

Further reference is hereby made for all the terms and conditions of said instrument and the same are incorporated herein by reference and made a part of this instrument as fully and effectively as if set out herein verbatim;

WHEREAS, the original Substitue's Trustee's deed indicated the incorrect Grantee of the property, and the incorrect county of the original Deed of Trust therein contained, the parties now desire to correct.

WHEREAS, the parties desire to correct the said Substitute Trustee's Deed to correcting the name of Grantee and the county of the original Deed of Trust.

THEREFORE, IN CONSIDERATION OF THE PREMISES, the sum of $10.00 cash paid by GRANTEE to GRANTOR and other good and valuable consideration, the receipt of all of which is hereby acknowledged, and in further consideration of the agreements, covenants, considerations and stipulations herein set forth, the Parties hereto, for themselves and their respective successors and assigns, do hereby covenant and agree as follows, to-wit:

FIRST: That the said Substitue Trustee's Deed, referred to hereinabove, be and the same is hereby corrected to correct the name of the Grantee and the county of the original Deed of Trust, as follows:

WHEREAS, on May 7, 1984, Helen L. Wilson and Danella B. Smith and Maggie B. Jones made and executed to Warren H. Wild, Jr., a certain deed of trust, conveying to him as trustee, certain, property hereinafter fully set forth and described, which said deed of trust is of record in the office of the Register of Davidson County, Tennessee, in Book 6289, Page 378, and subsequently, STONE, HIGGS & DREXLER, P.C. was appointed substitute trustee in Book 11470, Page 972.

WHEREAS, dedault having been made in the payment of the debts and obligations secured to be paid in said deed of trust, the owner thereof requested the undersigned to advertise and sell the property conveyed hereby, according to the terms of said deed of trust, and

WHEREAS, in accordance with said request, the property was advertised for sale in *The Nashville Record*, a newspaper published in Nashville, Davidson County, Tennessee, for three consecutive weeks, such advertisement appearing on June 3, June 10, and June 17, 1999, and giving the time, terms, place of sale and description of the property; and

WHEREAS, at the time, being June 28, 1999, at 12:15 p.m., and place being as mentioned in said advertisement, at the fron door of the Courthouse in Nashville, Davidson County, Tennessee, the said property was offered for sale, at public outcry to the highest and best bidder for cash, at which sale the property was struck off to Larry N. Cole, Sr., and Deborah ScottEnsley, dba L & D Holdings, a Tennessee Partnership at and for the sum of $67,000,00 that being the highest and best bid offered; and

WHEREAS, said Larry N. Cole, Sr. and Deborah ScottEnsley, dba L & D Holdings, A Tennessee Partnership, had tendered the high bid removing subordinate mortgages, except Electric Power Board of the Metropolitan Government in Book 8238, Page 735.

NOW, THEREFORE, The undersigned, STONE, HIGGS & DREXLER, P.C., substitute trustee, hereby bargains, sells and conveys unto the said Larry N. Cole, Sr. and Deborah ScottEnsley, dba L & D Holdings, a Tennessee Partnership, for $67,000.00 the property above mentioned and now fully described as follows:

Situated in Davidson County, Tennessee, to wit:

Being Lot No. 56 on the Plan of Creekwood North as of record in Plat Book 4675, Page, 16, Register's Office, Davidson County, Tennessee.

Property Address: 3705 Creekland Court, Nashville, TN 37218
Parcel No. 58/15/77.00

IN WITNESS WHEREOF, the Parties hereto set their signatures herein below on the day, month, and year first above written.

GRANTOR(S)

STONE, HIGGS & DREXLER, P.C.

BY: Roger A Stone **TITLE** President
SUBSTITUTE TRUSTEE

GRANTEE:

L & D HOLDINGS, A TENNESSEE PARTNERSHIP

BY: Deborah A Cole

BY: Larry Cole

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **LARRY N. COLE, SR. AND DEBORAH SCOTTENSLEY, PARTNERS**, the within named bargainor, with whom I am personally acquainted or proved to me based upon satisfaction evidence, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 8th day of December, 2000.

RICHARD MANSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: 5/28/03

STATE OF TENNESSEE)
COUNTY OF SHELBY)

[illegible]

Before me a notary public in and for said state and county, personally appeared Roger A. Stone with whom I am personally aquainted and who upon oath acknowledged himself to be the president of STONE, HIGGS & DREXLER, P.C., the within named bargainor, a corporation, and that he as such president, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as president.

Witness my hand and seal this 4 day of December, 2000.

Dale M Nelson
Notary Public

My Commission Expires: 3-27-01

RE/cole.DOC