Prepared by and return to:
Settlement Services of Tennessee, LLC
121 First Avenue South, Suite 210
Franklin, Tennessee 37064

Davidson County DEEDWARR
Recvd: 05/07/03 10:02 3pgs
Fees:17.00 Taxes:0.00
20030507-0060769

INSTRUMENT OF CORRECTION OF DEED

WHEREAS, by a Deed of record in Instrument No. 20011207-0135248, Register's Office for Davidson County, Tennessee, **RIVERWALK DEVELOPMENT PARTNERS, INC., a Tennessee corporation** ("Grantor") conveyed a certain tract of land in Davidson County, Tennessee, to **CONTINENTAL DEVELOPMENT AND CONSTRUCTION, INC.** ("Grantee"); and

WHEREAS, by inadvertence and mutual mistake, said Deed contained an error in the lot numbers description of the land intended to be conveyed which was therein described as follows:

> Being Lot Numbers 40, 42, 43, 44, 96, 119, 120, 121, 122, 123, 124, 125, 126, 143 and 124 on the Final Plat of Riverwalk, Phase 1-A, Section 1 and Phase 1-B, section 1 of record as Instrument No. 20011026-0117231, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description
>
> Being part of the same property conveyed to Riverwalk Development Partners, Inc. by deed from Adelaide S. Robb, Johnie Mai Davis and Adelaide S. Robb and Johnie Mai Davis as trustees under the Will of Hilda Ray Willard deceased of record as Instrument No. 20010425-0040967, Register's Office for Davidson County, Tennessee.

WHEREAS, the Grantee has requested the Grantor to correct said error, and said Grantor has agreed to do so.

NOW, THEREFORE, the Grantor, **RIVERWALK DEVELOPMENT PARTNERS, INC.**, for the purpose of correcting said error and in consideration of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and convey their interest unto **CONTINENTAL DEVELOPMENT AND CONSTRUCTION, INC.**, their successors and assigns, the following described parcel of land in Davidson County, Tennessee:

> Being Lot Nunbers 40, 42, 43, 44, 96, 119, 120, 121, 122, 123, 124, 125, 126, 143 and 144 on the Final Plat of Riverwalk, Phase 1-A, Section 1 and Phase 1-B, Section 1 of record as Instrument No. 20011026-0117231, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description
>
> Being part of the same property conveyed to Continental Development and Construction, Inc. by Warranty Deed from Riverwalk Development Partners, Inc. or record as Instrument No. 20011207-0135248, Register's Office for Davidson County, Tennessee.

This conveyance made subject to:

Taxes for the year 2002 and subsequent years, a lien which are now due and payable.

All matters of record in Instrument No. 20011026-0117231, Register's Office for Davidson County, Tennessee.

Subject to matters on plan of Newsome Lane of record in Plat book 1, page 25 and Plat Book 1, page 121, Chancery Court of Davidson County, Tennessee.

Subject to all matters shown on PUD Boundary Plat, Riverwalk Community of record in Instrument No. 20011024-0115969, Register's Office for Davidson County, Tennessee.

Easement granted to Nashville Chattanooga and St. Louis Railway set forth in Book 513, page 396, Register's Office for Davidson County, Tennessee.

Easement granted to Tennessee Electric Power Company of record in Book 751, page 375 and Book 787, page 7, Register's Office for Davidson County, Tennessee.

Easement and right of way by Tennessee Valley Authority set forth in Book 4205, page 194 and Judgment of record in Book 4226, page 715, Register's Office for Davidson County, Tennessee.

Easement and right of way granted to Tennessee Valley Authority for transmission line of record in Book 4257, page 647, Register's Office for Davidson County, Tennessee.

Easement for public utilities of record in Book 7526, page 315, Book 7526, page 318 and Book 7526, page 324, Register's Office for Davidson County, Tennessee.

Subject to flow of the Harpeth River

Any adverse claim based upon the assertion that some portion of said land is tide or submerged land, or has been created by artificial means or has accreted to such portions so created.

Rights, title and interest, if any, of State of Tennessee in that part of the land, if any, extending beyond the mean high watermark of the Harpeth River.

Rights of upper and lower riparian owners to the free and unobstructed flow of water of the Harpeth River without diminution or pollution and the consequence of any past or future change in the location of the Harpeth River.

Reparian rights incident to premises.

Rights of upper and lower riparian owners in and to the waters of the Harpeth River crossing or adjoining the property, and the nature flow thereof, free from diminution of pollution.

Any enlargement or loss of land by reason of avulsion and revulsion of land and questions of ownership caused by subsequent rebuilding or reformation of land.

Right of way for railroad, switch tracts, spur tracks, railway facilities and other related easements, if any, on and across the land.

Subject to title to that portion of the premises embraced within the bounds of the railroad charter right of way.

Easement and incidental rights in any portion of land lying within any highways, road, streets or other ways.

Easement and incidental right in and along the northerly portion of the land reserved for the widening of Newsom Station Road.

Subject to road and utility easement of record in Instrument No. 20010706-0072536, Register's Office for Davidson County, Tennessee.

Storm water detention agreement of record as Instrument No. 20010919-0101279, Register's Office for Davidson County, Tennessee.

Landscape Agreement of record as Instrument No. 20010919-0101280, Register's Office for Davidson County, Tennessee.

Declaration of Covenants, Conditions and Restrictions for Riverwalk and By-Laws of Riverwalk Homeowners's Association recorded as Exhibit "B" attached thereto of record in Instrument No. 20011105-0121083 and First Amendment of record as Instrument No. 20020424-0050565, Register's Office for Davidson County, Tennessee.

Charter of Riverwalk Homeowners Association, Inc. of record in Instrument No. 20020425-0051371, Register's Office for Davidson County, Tennessee.

Conveyance of Common Areas of record in Instrument No. 20020424-0050564, Register's Office for Davidson County, Tennessee.

Subject to rights of others in and to common areas and/or elements of Riverwalk

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved: ( )
This is improved: (X) property, known as **Lots 40, 42, 43, 44, 96, 119, 120, 121, 122, 123, 124, 125, 126, 143 and 144, Riverwalk, Davidson County, Tennessee**

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; and we do covenant with the 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 herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all person 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 MY HAND this 2nd day of May, 2003.

GRANTOR:

Riverwalk Development Partners, Inc.

BY: _____
G. Allen Patton
President

GRANTEE:

Continental Development and Construction, Inc.

By _____

Its: President

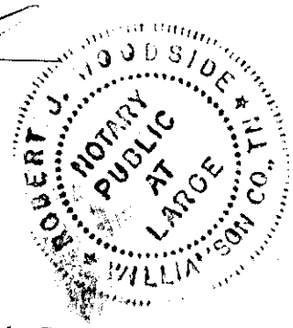
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this 2ND day of May, 2003, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came G. Allen Patton, President of Riverwalk Development Partners, Inc., who, being by me duly sworn, says that he is President of Riverwalk Development Partners, Inc. a Tennessee corporation; that he signed and sealed said instrument on behalf of said Riverwalk Development Partners, Inc. by its authority duly given, and the said President, acknowledged said instrument to be the act and deed of said Riverwalk Development Partners, Inc.

WITNESS my hand and seal this 2ND day of May, 2003.

NOTARY PUBLIC

My Commission expires: 7-17-06



STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this 2ND day of May, 2003, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came NICK SILLAS, of Continental Development and Construction, Inc., its PRESIDENT, who being duly sworn, says that he is the PRESIDENT of Continental Development and Construction, Inc., that she signed and sealed said instrument on behalf of said Continental Development and Construction, Inc. by its authority duly given, and the said NICK SILLAS, acknowledged said instrument to be the act and deed of of said Continental Development and Construction.

WITNESS my hand and seal this 2ND day of May, 2003.

NOTARY PUBLIC

My Commission expires: 7-17-06

