Davidson County DEEDWARR
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Fees:17.00 Taxes:0.00
20040312-0028600

This Instrument Prepared by and returnable to:
Wyatt, Tarrant & Combs, LLP (BAS)
2525 West End Avenue, Suite 1500
Nashville, Tennessee 37203

DEED OF CORRECTION

This Deed of Correction is executed on this 8th day of March, 2004, by and between **NASHVILLE AREA HABITAT FOR HUMANITY, INC.** (hereinafter "Grantor"), a Tennessee non-profit corporation; and **DENIECE BARNES** (hereinafter "Grantee"), an unmarried individual.

WITNESSETH:

WHEREAS, by Special Warranty Deed dated November 18, 2003, and recorded with the Register's Office for Davidson County, Tennessee as Instrument No. 20031204-0174911 (hereinafter the "Deed"), Grantor conveyed certain real property located in said County to Grantee, said real property being described with greater particularity therein and also known by the following street address: 608 Jasmin Drive, Nashville, Tennessee 37211 (hereinafter the "Real Property"); and

WHEREAS, it was the agreement of Grantor and Grantee to include a right of first refusal in favor of Grantor as to any sale of the Property; and

WHEREAS, said right of first refusal was included in a deed of trust executed by Grantee for the benefit of Grantor, and subsequently assigned by Grantor to the Tennessee Housing Development Agency ("THDA"), a political subdivision of the State of Tennessee; and

WHEREAS, it was subsequently learned that in order to meet THDA's requirements with respect to the text of the deed of trust assigned to it, the right of first refusal language referred to above must be removed from its deed of trust and inserted in the Deed; and

WHEREAS, this Deed of Correction is for the purpose of adding a right of first refusal to the Deed; now, therefore

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the Deed is hereby corrected, modified and amended by adding the following language thereto:

> Grantee hereby grants to Grantor, for a period of twenty-five (25) years from the date hereof, the first right of refusal concerning any bona fide offer to purchase the Property. That is, prior to conveying the Property or any interest therein to anyone, Grantee must give Grantor written notice of the terms of the conveyance and reasonable evidence that the proposed conveyance is serious and legitimate. Within thirty (30) days of receiving Grantee's written notice of the proposed conveyance, Grantor will inform Grantee of whether Grantor is willing to take title to the Property under similar terms as the proposed sale. Any amount to be paid to Grantee pursuant to this paragraph shall be reduced by the amounts outstanding under any promissory notes made by Grantee payable to the order of Grantor.

In all other respects, the terms of the Deed remain the same, and are in full force and effect. Grantor and Grantee hereby reaffirm all other provisions in the Deed.

Executed on the date set forth above.

NASHVILLE AREA HABITAT FOR HUMANITY, INC. (Grantor)

By: _____
CHRIS McCARTHY, Executive Director

_____
DENIECE BARNES (Grantee)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Chris McCarthy**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged, upon oath, that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Executive Director of **NASHVILLE AREA HABITAT FOR HUMANITY, INC.** the maker, and is authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 8th day of March, 2004

_____
Notary Public

My Commission Expires:
July 29, 2006

SUSANNE C. PUGH
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Susanne C. Pugh, a Notary Public of the state and county aforesaid, the within named **Deniece Barnes** with whom I ~~am~~ personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of March, 2004.

Susanne C. Pugh
Notary Public

My Commission expires:
July 29, 2006

SUSANNE C. PUGH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value for this transfer is $0.00.

Affiant

Sworn to and subscribed before me on this 8th day of March, 2004.

Susanne C. Pugh
Notary Public

My Commission Expires:
July 29, 2006

SUSANNE C. PUGH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.