File #04-2245

RETURN TO:
COMMONWEALTH TITLE AGENCY
OF NASHVILLE, INC.
333 GALLATIN RD. SOUTH
MADISON, TN 37115

Davidson County DEEDWARR
Recvd: 06/01/04 08:07 3pgs
Fees:17.00 Taxes:0.00
20040601-0063396

THIS INSTRUMENT PREPARED BY:
STEWART & BLACK, ATTORNEYS
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

DEED OF CORRECTION

THIS DEED OF CORRECTION is made and entered into on this the 26th day of May, 2004, by and between **Betty C. Carver, joined by her husband, Charles L. Carver,** hereinafter called '**GRANTOR**', and **County Hospital Investors, LLC**, hereinafter called '**GRANTEE**'.

WITNESSETH:

THAT WHEREAS, by Warranty Deed, of record in Instrument Number 20040421-0045545, Register's Office for Davidson County, Tennessee, **GRANTOR** conveyed two (2) certain tracts of land in Davidson County, Tennessee to **GRANTEE**; and

WHEREAS, by inadvertence, one of the two said tracts of land conveyed by **GRANTOR**, being TRACT I on said deed, and being more particularly described as follows:

Land in the 4th Civil District of Davidson County, Tennessee, being Lot No. 152 on The Plan of Brandywine Farms, Section VII, of record in Book 4300, page 65, Register's Office for Davidson County, Tennessee, and being MAP 54-14, PARCEL 55, was not intended to be conveyed to **GRANTEE** in said Warranty Deed; and whereas, said deed depicted Grantor as being unmarried, when she was, in fact, married; and

WHEREAS, the parties hereto have mutually agreed to correct said errors and correctly describe the lot intended to be conveyed by **GRANTOR** to **GRANTEE**.

NOW, THEREFORE, for the purpose of correcting said error and correctly conveying the property described below, the parties hereto mutually agree as follows:

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby expressly acknowledged, Betty C. Carver, hereinafter called Grantor, has this day bargained and sold, and does hereby transfer and convey unto the said **GRANTEE, County Hospital Investors, LLC**, THEIR successors and assigns, certain real estate in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of **GRANTOR** in and to any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (the "Property"). This conveyance of the "Property", and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is unimproved property known as: 1608 County Hospital Road, Nashville, Tennessee 37218.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $_____

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said **GRANTEE**, its successors and assigns forever, **GRANTOR** covenants that she is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except to the extent otherwise set forth in Exhibit "B" hereto.

GRANTOR further covenants and binds herself and her heirs and representatives, to warrant and forever defend the title to said **GRANTEE**, its successors and assigns, against the lawful claims of all persons.

The said Charles L. Carver, spouse of Betty C. Carver, joins in this conveyance to convey any and all marital interest he may have in said property.

WITNESS THE **GRANTOR'S** hand and seal on this the 26th day of May, 2004.

Betty C. Carver
Betty C. Carver
Signature of Seller

Charles L. Carver
Charles L. Carver
Signature of Seller Spouse

STATE OF TENNESSEE :
COUNTY OF DAVIDSON :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Betty C. Carver and husband, Charles L. Carver, the within named bargainors, with whom I am personally acquainted (or who proved TO ME upon satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at JOELTON, Tennessee, on this the 26th day of May, 2004.

Howard M. Skipworth
Notary Public

HOWARD M. SKIPWORTH NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN.
MY COMMISSION EXP. JANUARY 26, 2008

My Commission Expires:_____

WITNESS THE **GRANTEE'S** hands and seals on this the 26th day of May, 2004.

Charles W. Waller Sr.
County Hospital Investors, LLC
By: **Charles W. Waller, Sr.**
Signature of Buyer

STATE OF TENNESSEE :
COUNTY OF DAVIDSON :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Charles W. Waller, Sr., the within named bargainor with whom I am personally acquainted (or who proved TO ME upon satisfactory evidence), and who upon oath, acknowledged himself to be the Chief Manager of County Hospital Investors, LLC, the within named bargainor, a corporation, and that he as Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Charles W. Waller, Sr., Chief Manager.

WITNESS my hand and official seal at JOELTON, Tennessee, on this the 26th day of May, 2004.

Howard M. Skipworth
Notary Public

My Commission Expires:_____

HOWARD M. SKIPWORTH NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN.
MY COMMISSION EXP. JANUARY 26, 2008

EXHIBIT 'A'

TRACT II: Parcel No. 1: Being Lot No. 1 on the Plan of Hyde Park Subdivision, as of record in Book 2900, page 147, said Register's Office for Davidson County, Tennessee.

Said Lot No. 1 fronts 135.0 feet on the southerly margin of County Hospital Road and runs back between lines, the easterly line being 308.5 feet and the westerly line being 356.3 feet to a line in the rear measuring 143.1 feet thereon.

Parcel No. 2: Beginning at a point in the southerly margin of Asylum Avenue, being the northwesterly corner of Lot No. 1 (Parcel No. 1 above); thence with the southerly margin of said avenue in a westerly direction 47 feet, more or less, to the northeasterly corner of the old Effie H. Drake Tract 316 acre tract; thence in a southerly direction along the easterly boundary line of the said Effie H. Drake tract, 300 feet to a point; thence in an easterly direction 47 feet, more or less, to the southwesterly corner of Lot No. 1; thence northerly along the westerly line of Lot No. 1, 356.0 feet to the point of beginning, and being MAP 80-4 PARCEL 8.

Being the same property conveyed to Betty C. Carver by Quitclaim Deed dated October 27, 1995, from Charles L. Carver, being recorded in Book 9944, page 361, Register's Office for Davidson County, Tennessee.

EXHIBIT 'B'

1. All matters as set forth on the Plan of Hyde Park, Section 1, of record in Plat Book 2900, page 147, Register's Office for Davidson County, Tennessee, as follows:

    A. 70' Minimum Building Setback Line from County Hospital Road.

    B. 20' Public Utility Easement on southerly line of property.

2. Twenty-five foot (25') Right-of-Way Easement from County Hospital Road over Parcel No. 2 for Ingress and Egress to reserved property in rear as referenced in Deed at Book 7166, page 505, Register's Office for Davidson County, Tennessee.

3. All Davidson County Real Property Taxes for 2004 and subsequent years, a lien, but not yet due and payable.