ADDRESS NEW OWNER
Jack T Pitt , et ux
1013 Falls Ave
Madison, TN 37115

SEND TAX BILLS TO:
New Owner

MAP-PARCEL NOS.
Map 52-1
Parcel 334

This instrument prepared by: Robert J. Notestine, III, Attorney, 104 Woodmont Boulevard, Suite 115, Nashville, Tennessee 37205

DEED OF CORRECTION

This Deed of Correction made and entered into on this 13th day of ~~April~~ May, 2004 by and between Kenneth D. Garner and Peggy W. Garner, Trustees under the Garner Trust, dated December 1, 2000, a Revocable, and Unrevoked, Living Trust, Grantor, and Jack T. Pitt and wife, Betty C. Pitt, Grantee;

WHEREAS, on October 25, 2002, by Warranty Deed recorded as Instrument No. 20021122-0145582, Register's Office of Davidson County, Tennessee, Grantor part conveyed certain property in Davidson County, Tennessee, to Grantee, and;

WHEREAS, said Warranty Deed is irregular because the real property described failed to include the description of certain property known as 259 Madison Blvd, as required by the Purchase and Sale Agreement dated August 11, 2002 and;

WHEREAS, the parties desire to correct the aforesaid Deed.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), paid by the Grantee to the acknowledged Grantor, Kenneth D. Garner and Peggy W. Garner, Trustees of the Garner Trust dated December 1, 2000, an Unrevoked Living Trust, with full power to sell, transfer and convey without the joinder of any beneficiary, do hereby grant, sell, transfer and convey unto Jack T. Pitt and wife, Betty C. Pitt the following additional described tract and parcel of real property:

Land in Davidson County, Tennessee, being the southerly part Lot 14 of Block "F" on the Revised Plan of Power and Roth's Madison Park Subdivision, of record as Book 843, page 7, Register's office for Davidson County, Tennessee.

Said part of said lot fronts 53 feet on the northerly side of Madison Boulevard, and extends back 183 feet on the easterly line and 163.9 feet, more or less, on the westerly line, to a line in the rear on which it measures 50 feet, more or less.

Being part of the same property conveyed to Grantor from Kenneth Dwayne Garner and Peggy Garner, by Deed of record as Instrument No. 20010306-0020952, for said Register of Deeds office for Davidson County, Tennessee.

This improved real property commonly known as 259 Madison Ave, Madison, TN 37115

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said Grantee, their heirs and assigns, forever.

And the Grantor covenants that they are lawfully seized and possessed of said land in fee simple, have a perfect right to convey the same; and that said property was free and clear of all encumbrances:

Davidson County DEEDWARR
Recvd: 01/12/05 09:58 5 pgs
Fees:27.00 Taxes:0.00
20050112-0004387

And the party of the first part covenant and binds themselves, their representatives and assigns, to warrant and forever defend the title to said property to the said party of the second part, their heirs and assigns, against the lawful claims of all persons, whomsoever.

WITNESS our hands this 13 day of ~~April~~ May, 2004.

Kenneth D. Garner, Trustee

Jack T. Pitt by Power of Attorney in fact

Peggy W. Garner, Trustee

Betty C. Pitt by Power of Attorney in fact

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared Kenneth D. Garner and Peggy W. Garner, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Sole Trustees of the Garner Trust, dated December 1, 2000, an Unrevoked Living Trust, and that they as such Trustees executed the foregoing instrument for the purpose therein contained by signing their names as such Trustees.

WITNESS my hand and official seal at Nashville, Tennessee, this 13 **day of** ~~April~~ May, **2004.**

NOTARY PUBLIC

MARIBETH SINGER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission Expires: My Commission Expires MAY 28, 2006

~~**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 Jack T. Pitt and wife, Betty C. Pitt, 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 Nashville, Tennessee, this ____ day of April, 2004.**~~

~~**NOTARY PUBLIC**~~

~~**My Commission Expires:**~~_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for the State of Tennessee and County aforesaid, Robert J. Notestine, III, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the attorney-in-fact for Jack T. Pitt and Betty C. Pitt, the within named bargainors, and he as such attorney-in-fact, being authorized to do so, executed the foregoing Instrument for the purposes therein contained, by signing the names of Jack T. Pitt and Betty C. Pitt by himself as attorney -in-fact.

Witness my hand, at office, this 4th day of January, 2008.

Notary Public

My commission expires: 9/22/07

BARBARA KEMRY
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENNESSEE

CORRECTION AGREEMENT-LIMITED POWER OF ATTORNEY

The undersigned Purchaser/Borrower and/or Seller, for and in consideration of Volunteer State Bank and closing of the loan on property described as 257 and 259 Madison Blvd., Madison, TN 37115agree, that if requested by LENDER, to fully cooperate, adjust and correct all TYPOGRAPHICAL OR CLERICAL ERRORS discovered in any or all of the closing documentation executed by the undersigned at settlement.

The undersigned appoint **ROBERT J. NOTESTINE, III, ATTORNEY** or his designee as their attorney-in-fact to correct any such errors, place our initials on documents where changes are made, and/or sign our names to and acknowledge and modification agreement or other document or form adjusting or correcting such errors. In the event this procedure is utilized, the parties involved shall receive a corrected copy of the changed documents.

This power of attorney is coupled with an interest and shall be irrevocable until the loan is satisfied and shall survive the disability of the undersigned.

AS WITNESS our execution hereof, this 25th day of October, 2002.

Purchaser

Purchaser

Seller

Seller

Address to which any and all corrected copies should be sent is as follows:

BORROWER

1013 Falls Ave
Madison, TN 37115

SELLER

STATE OF TENNESSEE, DAVIDSON COUNTY, TO WIT:

I hereby certify that on this 25th day of October, 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared, Jack T. Pitt and wife, Betty C. Pitt, satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Correction Agreement-Limited Power of Attorney and acknowledgment that he/she/they executed the same for the purpose therein contained.

AS WITNESS my hand and Notarial Seal the day and year +first above written.

My Commission expires:_____

Notary Public

ROBERT JOHN NOTESTINE
NOTARY PUBLIC, DAVIDSON COUNTY, TENNESSEE
MY COMMISSION EXPIRES SEP. 24, 2005

