BILL GARRETT, Davidson County
Trans:T20090028014 DEEDWARR
Recvd: 04/29/09 10:13 2 pgs
Fees:12.00 Taxes:0.00
20090429-0038547

PICK-UP

GLYNDA B. JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
CHEATHAM COUNTY, TENN.

STATE OF TENNESSEE )
COUNTY OF Davidson )
I hereby declare that the actual consideration for this transfer, or the true value of the property transferred, whichever is greater, is $0.00

Douglas W. Martin
AFFIANT

Sworn to and subscribed before me this 28th day of April, 2009.

Glynda B. Johnson
NOTARY PUBLIC My commission expires: 03/09/2013

Map and Parcel No. 052-07-80.00

Address of New Owner:
Douglas W. Martin
1001 Berwick Trail
Madison, TN 37115
Send Tax Notices To:
Same.

## WARRANTY DEED OF CORRECTION

On the 12th day of September, 2007, DAVID A. MARTIN, a married person, and DOUGLAS WARREN MARTIN, also known as DOUGLAS W. MARTIN, an unmarried person, hereinafter referred to as Grantor, executed a Warranty Deed to convey the real property described below to DOUGLAS W. MARTIN, an unmarried person, said Warranty Deed being recorded September 18, 2007, as Instrument No. 20070918-0111462, in the Register's Office for Davidson County, Tennessee.

The legal description of the property to be conveyed by the said Warranty Deed was incorrect as set out in said Warranty Deed, and said Warranty Deed was recorded due to mistake and inadvertence. Specifically, the lot number of the subject real property was, due to typographical error, stated as "Lot 40" rather than the correct number, "Lot 49." Grantor and Grantee do hereby correct the said error by striking the legal description contained in the said Warranty Deed and substituting therefore the description set out hereinafter.

All terms and conditions of the said Warranty Deed not inconsistent with the corrections specifically made herein remain in full force and effect.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby expressly acknowledged, the undersigned, DAVID A. MARTIN, a married person, and DOUGLAS WARREN MARTIN, also known as DOUGLAS W. MARTIN, an unmarried person, hereinafter referred to as Grantor, has bargained and sold, and by these presents does transfer and convey unto DOUGLAS W. MARTIN, an unmarried person, hereinafter referred to as Grantee, his heirs and assigns forever, all of their right, title and interest in the following described real estate, situated in Davidson County, State of Tennessee, to wit:

Lying and being in the County of Davidson, State of Tennessee, and being more particularly described as follows:

Being Lot No. 49 on the Map of Madison Heights, Sect. 2, Part 2, as of record in Book 2133, page 83, Register's Office, Davidson County, Tennessee.

Beginning at a point in the northerly margin of Berwick Trail, the common corner of Lots 48 and 49, thence with the margin of said Trail westwardly 166.57 feet to a concrete monument at the beginning of a curve; thence around said curve northwestwardly 39.27 feet to another concrete monument in the easterly margin of Center Street; thence with the margin of the same northwardly 164.28 feet to the corner of Lots 49 and 50; thence with the line between said two lots eastwardly 205.77 feet, said line being a broken line, to a concrete monument at the common corner of Lots No. 48, 40 and 50; thence with the common line between Lots 48 and 49, southwardly 216.1 feet tot he point of beginning.

Being the same property conveyed to Douglas W. Martin, an unmarried person, by Warranty Deed from David A. Martin, a married person, and Douglas Warren Martin, also known as Douglas W. Martin, an unmarried person, dated September 12, 2007, recorded September 18, 2007, of record at Instrument No. 20070918-0111462 in the Register's Office for Davidson County, Tennessee. Also acquired in Instrument No. 20061120-0143967, RODCT.

**This is improved property, known as 1001 Berwick Trail, Madison, TN 37115.**

THIS CONVEYANCE IS SUBJECT TO easements and building setback lines of record at Book 2133, page 83, in the Register's Office for Davidson County, Tennessee; to sewer easement of record at Book 6181, page79, in said register's office; to restrictions of record at Book 2241, page 209, in said register's office; and to the 2007 Davidson County property taxes and those of future years, which are not yet due or payable.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said GRANTEE, his heirs and assigns forever; and we do covenant with the said GRANTEE 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 GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever. Said property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises. Wherever used herein, the singular form shall include the plural, the plural the singular, and the use of any gender-specific pronoun shall be applicable to all genders.

GRANTOR DAVID A. MARTIN AND HIS SPOUSE, PAMELA D. MARTIN, ARE NOT LIVING, AND HAVE NEVER LIVED, IN THE SUBJECT PROPERTY AS THEIR MARITAL RESIDENCE, AND THE SAID PAMELA D. MARTIN THUS HAS NO MARITAL OR OTHER INTEREST IN THE SAID PROPERTY.

IN WITNESS WHEREOF, the said DAVID A. MARTIN, as Grantor, and DOUGLAS WARREN MARTIN, also known as DOUGLAS W. MARTIN, as Grantor and as Grantee, have hereunto set their signature, this 28th day of April, 2009.

David A Martin
**DAVID A. MARTIN, as Grantor**

STATE OF TENNESSEE )
COUNTY OF Wilson )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DAVID A. MARTIN, the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing Warranty Deed of Correction for the purposes and considerations therein contained.

WITNESS my hand and official seal of office, this 28 day of April, 2009.

My commission expires: 12-13-2011

Pascal Pulley
NOTARY PUBLIC

PASCAL PULLEY STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

Douglas Warren Martin
**DOUGLAS WARREN MARTIN, a/k/a DOUGLAS W. MARTIN, as both Grantor and as Grantee**

AKA Douglas W. Martin

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 DOUGLAS WARREN MARTIN, also known as DOUGLAS W. MARTIN, the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing Warranty Deed of Correction for the purposes and considerations therein contained.

WITNESS my hand and official seal of office, this 28th day of April, 2009.

My commission expires: 03/09/2013

Glynda B. Johnson
NOTARY PUBLIC

GLYNDA B. JOHNSON STATE OF TENNESSEE NOTARY PUBLIC CHEATHAM COUNTY, TENN.

**This Instrument Prepared By:**
J. Wayne Thomas, Attorney at Law
RELS/Real Estate Loan Services of Tennessee, Inc.
1100 Kermit Drive, Suite 204
Nashville, TN 37217

**When Recorded Return to:**

RELS
1100 Kermit Drive, Suite 204
Nashville, TN 37217