BILL GARRETT, Davidson County
Trans:T20110060810 DEEDWARRSP
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20110930-0075745

DEED OF CORRECTION

FROM: JOSEPH E. SULLIVAN, AND,
1515 ELM HILL CENTER PARTNERSHIP

GRANTORS,

TO: ELM HILL CENTER PARTNERSHIP, A TENNESSEE GENERAL PARTNERSHIP

GRANTEE.

THIS INSTRUMENT PREPARED BY:
MICHAEL J. PHILBIN, P.C.
2021 RICHARD JONES ROAD, STE 220
NASHVILLE, TENNESSEE 37215

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	
ELM HILL CENTER PARTNERSHIP	SAME	MAP 106
(NAME)	(NAME)	PARCEL 35
4117 HILLSBORO ROAD, SUITE 207		
(ADDRESS)	(ADDRESS)	
NASHVILLE, TN 37215		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

This Deed of Correction is made on this 22ND day of September, 2011, by and between **Joseph E. Sullivan,** Co-Tenant owning an Eighty Seven and one-half (87.5%) percent undivided interest and **1515 Elm Hill Center, LLC,** a Co-Tenant owning a twelve and one-half (12.5%) percent undivided interest, hereinafter called the Grantors, have bargained or sold and by these presents do transfer and convey unto **1515 Elm Hill Center Partnership,** a Tennessee General Partnership, hereinafter called the Grantee, a certain tract or parcel of land in Davidson County, State of Tennessee, hereinafter described.

This Deed of Correction has been prepared for the purpose of correcting an inadvertant error setforth in the property description of a prior Special Warranty Deed ("Prior Special Warranty Deed") naming **Joseph E. Sullivan,** Co-Tenant owning an Eighty Seven and one-half (87.5%) percent undivided interest and **1515 Elm Hill Center, LLC,** a Co-Tenant owning a twelve and one-half (12.5%) percent undivided interest, as Grantors, and **1515 Elm Hill Center Partnership,** a Tennessee General Partnership as Grantee, said Prior Special Warranty Deed having been recorded in as Instrument No. 20110829-006698 Register's Office for Davidson County, Tennessee.

The inadvertent error contained in the property description of the Prior Special Warranty Deed described the subject property according to a survey prepared by Ragan Smith Murphy and

Associates, Inc., dated August 19, 1986, and, in fact the description should have been according to a more recent survey prepared by Southern State Survey, Inc., dated August 4, 1999.

NOW, THEREFORE, in consideration of the premises, the Grantors, **Joseph E. Sullivan,** Co-Tenant owning an Eighty Seven and one-half (87.5%) percent undivided interest and **1515 Elm Hill Center, LLC,** a Co-Tenant owning a twelve and one-half (12.5%) percent undivided interest, have bargained or sold and by these presents do transfer and convey unto **1515 Elm Hill Center Partnership,** a Tennessee General Partnership, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, more particularly described as follows:

LEGAL DESCRIPTION

Land situated in the First Civil District of Nashville, Davidson County, Tennessee, being more particularly described as follows:

Beginning at a concrete monument (found) at the Northwest corner of the Super Service, Inc. tract as described in Deed Book 10139, page 492; thence along the Southerly right-of-way for Elm Hill Pike, right-of-way 82 feet, N 86° 07' 00" E 400 feet to a 5/8" iron pin capped and stamped Mercier 1974, the True Point of Beginning and the Northwest corner of the herein described property; thence continuing along the said Southerly right-of-way, N 86° 07 00" E 117.19 feet to a capped 5/8" iron pin (set); thence with a curve to the left with a radius of 1040 feet, an art distance of 59.51 feet, and a chord bearing and distance of N 84^0 28' 39" E 59.50 feet to a capped 5/8" iron pin said pin being the Northwest corner of the James W. Ayers tract *as* described in Deed Book 7050, page 618 and also being the Northeast corner of the herein described property; thence along the Westerly boundary of said Ayers tract S 13° 27' 25" E 354.31 feet to a capped iron pin (set) being the Southwest corner of the Ayers tract, and the Southeast corner of the herein described property; thence along the Northerly boundary of the LCT, LP property the following calls; S 39° 01' 00" W 74.20 feet to a capped iron pin (set); thence N 87° 11' 42" W 227.52 feet to an axle (found) being the Southwest corner of the herein described property and also being on the East boundary of the Super Service, Inc. tract; thence along the East boundary of said tract N 02° 19' 39" E 377.75 feet to the point of beginning and containing 2.04 acres more or less, according to the Survey of Southern States Survey, The. 5041 Dovecote Drive, Nashville, Tennessee 37220, Gregory W. Maxwell, RLS, Tennessee License No. 1447, Drawing No. 990735, dated August 4, 1999.

Being the same property conveyed to the Grantors by Special Warranty Deed from Cache Creek Development Company of record in Book 11649, Page 201, said Register's Office for Davidson County.

The subject property is improved property also known as 1515 Elm Hill Pike, Nashville, TN 37210-3615.

This conveyance is subject to the following:

1. 2011 Metro taxes, a lien not yet due and payable, which have been assumed by Grantee. By acceptance of delivery of this instrument Grantee assumes and agrees to pay such taxes prior to delinquency thereof, and to indemnify and hold harmless Grantor from all liability and loss arising therefrom. If improvements are completed after January 1 of any year, TCA 67-5-603 et seq., requires a supplemental assessment for the years in which improvements are completed as defined by statute.

2. Temporary Slope Easement and conveyance to Metropolitan Government of record in Book 4150, Page 164, Register's Office for said County.

3. Easement for Sanitary Sewers and/or Storm Drainage of record in Book 5272, Page 369, Register's Office for said County.

4. Deed of Conveyance to Metropolitan Government of record in Book 5291, Page 677, Register's Office for said County.

5. Deed of Conveyance to Metropolitan Government of record in Book 5297, Page 135, Register's Office for said County.

6. Deed of Conveyance to Metropolitan Government of record in Book 5357, Page 365 and Book 5357, Page 370, Register's Office for said County.

7. Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6581, Page 35, Register's Office for said County.

8. Permanent Drainage Easement, Temporary Slope Easement and Temporary Construction Easement in Instrument No. 200003210028724, Register's Office for said County.

9. Deed of Trust of record in Instrument No. 20040708-0081225; Collateral Assignment of Leases and Rents of record in Instrument No. 20040708-008226; and First Modification of Deed of Trust, Commercial Promissory Note and Collateral Assignment of Leases and Rents of record in Instrument No. 20080918-0095361, said Register's Office.

10. Rights of tenants in possession under unrecorded Leases of the property.

11. Encroachments, Easements and other matters shown on the survey of Southern States Survey, Inc., Gregory W. Maxwell, RLS, Tennessee License No. 1447, dated August 4, 1999, Survey No. 990735, including but not limited to (a) electric service drop to adjacent property crosses property at the Northeasterly corner; (b) concrete dumpster pad straddles southeasterly corner.

12. Applicable building and zoning laws and regulations.

TO HAVE AND TO HOLD said tract or parcel of land with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever. Grantors covenants that, subject to the matters set forth above, they are lawfully seized and possessed of said land in fee simple, and have a good right to convey it, and that same is unencumbered.

Grantors further covenant and bind themselves and their successors and assigns to warrant and forever defend the title to said land to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, though or under Grantors, but not otherwise.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The Grantee joins in this Instrument to indicate its consent to the action taken by Grantors in this Deed of Correction.

IN WITNESS WHEREOF the Grantors and the Grantee have executed this Deed of Correction or caused it to be executed by a duly authorized representative on this 26th day of September, 2011.

Joseph E. Sullivan, Grantor

STATE OF MISSOURI)
COUNTY OF TANEY)

Before me, the undersigned, a notary public of the state and county aforesaid, personally appeared **JOSEPH E. SULLIVAN**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument as his free act and deed for the purposes therein contained.

Witness, my hand and official seal at **Branson, Missouri**, this the 26th day of September, 2011.

MY COMMISSION EXPIRES: 5-17-13

Sarah L. Sousan
NOTARY PUBLIC
SARAH L. SOUSAN
PRINTED NAME OF NOTARY
152 ALEXIAN CT
ADDRESS OF NOTARY
WALNUT SHADE MO 65771

SARAH L. SOUSAN
Notary Public – Notary Seal
STATE OF MISSOURI
Taney County – Comm#09707504
My Commission Expires May 17, 2013

1515 ELM HILL CENTER, LLC, GRANTOR

By:_____
C. LeRoy Norton, Jr.
Its: Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **C. LEROY NORTON, JR.** with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the **CHIEF MANAGER** of **1515 ELM HILL CENTER, LLC**, the within named bargainor, a Tennessee Limited Liability Company, and that **he** as such **CHIEF MANAGER** executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by the said **C. LEROY NORTON, JR.** as such **CHIEF MANAGER**.

WITNESS my hand and official seal at Nashville, Tennessee, on this 22 day of September, 2011.

MY COMMISSION EXPIRES: 3/3/14

_____
NOTARY PUBLIC

AMY K. TROTTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires March 3, 2014

1515 ELM HILL CENTER PARTNERSHIP, GRANTEE

By:_____
C. LeRoy Norton, Jr.
Its: Managing Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **C. LEROY NORTON, JR.** with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the **MANAGING PARTNER** of **1515 ELM HILL CENTER PARTNERSHIP**, the within named bargainor, a Tennessee Limited Liability Company, and that **he** as such **MANAGING PARTNER** executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by the said **C. LEROY NORTON, JR.** as such **MANAGING PARTNER**.

WITNESS my hand and official seal at Nashville, Tennessee, on this 22 day of September, 2011.

MY COMMISSION EXPIRES: 3/3/14

_____
NOTARY PUBLIC

AMY K. TROTTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires March 3, 2014