BILL GARRETT, Davidson County
Trans:T20120077667 DEEDTRS
Recvd: 10/12/12 10:45 4 pgs
Fees:22.00 Taxes:0.00
20121012-0093585

This Instrument Prepared By:
Jonathan R. Vinson, Attorney
P.O. Box 686
Clarksville, TN 37041-0686

SECOND CORRECTION FORECLOSURE DEED

JONATHAN R. VINSON, SUBSTITUTE TRUSTEE/F&M REAL ESTATE TRANSFER CORPORATION
to
HERITAGE BANK

Name of New Owner and Address of Property:	Heritage Bank 324 Pocono Road Antioch, TN 37013 M/P 135 14 0A 088.00
Name/Address of Entity Responsible for Property Taxes:	Heritage Bank Attn: Amy Futrell P. O. Box 537 Hopkinsville, Kentucky 42241

WHEREAS, by Foreclosure Deed of record in Instrument No. 20110727-0057439, Register's Office for Davidson County, Tennessee, Jonathan R. Vinson, Substitute Trustee, (hereinafter referred to as "Grantor") did bargain, sell, transfer and convey a certain tract of land in Davidson County, Tennessee, to F&M Real Estate Transfer Corporation (hereinafter referred to as "Original Grantee").

WHEREAS, by inadvertence and mutual mistake, said Foreclosure Deed contained an error in the identification of the proper grantee which stated F&M Real Estate Transfer Corporation as Grantee, which was intended to be conveyed to Heritage Bank, who was the successful bidder at the foreclosure sale, as described in said Foreclosure Deed.

WHEREAS, on August 4, 2011, a Correction Foreclosure Deed was executed by Jonathan R. Vinson, Substitute Trustee, which was placed of record on August 8, 2011 in Instrument No. 20110808-0060862, Register's Office for Davidson County, Tennessee. Said Correction Foreclosure Deed set out the mistake of the erroneous Original Grantee.

WHEREAS, the Grantee has requested the Grantor to correct said error and identify the proper Grantee as Heritage Bank, a Federally Charter Savings Bank, and said Grantor has agreed to do so.

WHEREAS, it the intention of the Original Grantee, F&M Real Estate Transfer Corporation, to divest itself of any rights, title and interest in the real estate, as described herein, and vest such real estate to Heritage Bank, a Federally Chartered Savings Bank.

NOW THEREFORE, the said Grantor and Original Grantee for the purpose of correcting said error and in consideration of the sum of $10.00 to it in hand paid, has bargained and sold and by these presents does bargain, sell, and convey unto the said Grantee, Heritage Bank, a Federally Chartered Savings Bank, their successors and assigns a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

> Lot 89 Phase 3, of plan of Pinnacle Point, as shown on plat of record in the Register's office of Davidson County, Tennessee to which plat reference is hereby made for a more particular description of said property.
>
> Being the same premises conveyed to the grantor(s) by deed recorded 03/31/2004 in Instrument No. 200403310036413. This is improved property. According to the Assessor of Property for Davidson County, Tennessee, the property is identified as Parcel ID: 135-14-0-A08-80-0CO.

The undersigned, Grantor, hereby assigns and transfers to the Grantee, the Grantee's successors and assigns forever all the covenants and warranties set out in the Deed of Trust, subject, however, to: (1) all accrued taxes; (2) all matters as set forth per Plat Book 6900, Page 391-393, Register's Office for Davidson County, Tennessee; (3) subject to Restrictions and By-Laws of record in Book 6405, Page 169; Book 7032, Page 733; Book 7067, Page 739; Book 10097, Page 390; Book 7065, Page 959; Instrument No. 20010504-0046047; Instrument No. 20010504-0046048; Book 7032, Page 761, Register's Office for Davidson County, Tennessee. (4) easements of record in Book 6251, Page 616; Book 6803, Page 287; Book 6825, Page 683; Book 7097, Page 158; Book 7274, Page 506; and Book 7424, Page 953, Register's Office for Davidson County, Tennessee. (5) Master Deed and Charter as set forth in Book 7032, Page 730 and Book 7058, Page 234, Register's Office for Davidson County, Tennessee; (6) rights of tenants in possession under unrecorded leases; (7) all matters on a recorded plan, restrictive covenants, easements, or setback lines that may be applicable; (8) any prior liens or encumbrances as well as any priority created by a fixture filing; and, (9) any matter that an accurate survey of the property would show.

THE WARRANTIES made herein by the Grantor are made in the Grantor's representative capacity and not otherwise.

Original Grantee joins herein for the limited purpose of conveying any rights, title or interest in the real estate, as described herein, to the Grantee. NO WARRANTIES are made by Original Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto affixed the Grantor's signature on this the 12 th day of October, 2012.

GRANTOR:

JONATHAN R. VINSON,
Substitute Trustee

By: _____
JONATHAN R. VINSON,
Substitute Trustee

ORIGINAL GRANTEE:

F&M REAL ESTATE TRANSFER CORPORATION

By: _____
DAVID THOMAS,
Vice President

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned a Notary Public in and for said State and County, JONATHAN R. VINSON, Substitute Trustee, the within named 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 instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 12 day of October, 2012.

PAMELA BLAND
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

_____
Notary Public Seal

My Commission Expires: 2/17/2016

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, David Thomas, Vice President of F&M REAL ESTATE TRANSFER CORPORATION, the maker, 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 for the purposes therein contained and who further acknowledged that he is the Vice President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this the 12th day of October, 2012.

_____
Notary Public Seal

PATRICIA Y. ELLIS
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

My Commission Expires: 6/18/2014

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is a correction instrument ($0.00), which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 12 day of October, 2012.

Notary Public

Seal

PAMELA BLAND
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

My Commission Expires: 2/17/2016