Record and Return Mail To:
This Instrument Prepared By:
RUSS COOK AND ASSOCIATES, P.C.
Attorneys at Law
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Brentwood, Tennessee 37027
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Prepared from information
supplied by the parties

BILL GARRETT, Davidson County
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AFFIDAVIT OF SCRIVENER'S ERROR
TO INSTRUMENT NUMBER 20170124-0007447

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Whereas, this Affidavit is executed to correct a certain Quitclaim Deed executed by Sophia B. Keller, and recorded in REGISTER OF DEEDS in Davidson County Instrument No. 20170124-0007447 ("Quitclaim Deed");

Whereas Russ Cook and Associates, PC, prepared said Quitclaim Deed and hereby acknowledge that, through inadvertence and due to scrivener's error, the Quitclaim Deed did not contain, in the derivation clause, a reference to both the leasehold interest conveyed by prior deed and the fee simple interest conveyed by prior deed nor did it state that both interests are not merged until the Leasehold Termination Date as defined in the Declaration of Restrictions, Covenants and Easements for the Cloister at St. Henry of record in Instrument Number 20101228-0102374 ("Declaration").

Now therefore the following provisions are added to the Quitclaim Deed:

Being the same property conveyed to Kenneth T. Keller and wife, Sophia B. Keller by warranty deed from ST. HENRY'S PROPERTY DEVELOPMENT, INC. dated 2/15/2011 and filed for record in Instrument 20110219-0013889, Register's Office for Davidson County, Tennessee.

Grantor and Grantee intend that the vesting of both the Leasehold Interest (as defined in the Declaration of Restrictions, Covenants and Easements for the Cloister at St. Henry of record in Instrument Number 20101228-0102374 ("Declaration")) in a Leasehold Unit (as defined in the Declaration) and the fee simple interest in the corresponding Unit (as defined in the Declaration) in the same person(s) shall not merge the Leasehold Interest and the fee simple interest unless and until the Leasehold Termination Date (as defined in the Declaration) has occurred with respect to the Unit.

As a result, the prior Quitclaim Deed is intended to transfer separately the fee simple interest and the leasehold interest to the Grantee, Michael P. Keller, Trustee, 2017 Keller Family Irrevocable Trust Agreement dated January 17, 2017.

Now therefore, I, Russell T. Cook, of Russ Cook and Associates, PC do attest and affirm that the above shown conveyance is true, complete and correct.

The purpose of this Affidavit is to attest and affirm that the mistakes are the scrivener's errors and that it does not in any way change or alter the understanding and intentions of the parties who executed said Quitclaim Deed.

Further affiant says not.

IN WITNESS WHEREOF, I have hereunto set my signature on the 14th day of March, 2017.

Affiant: Russell T. Cook

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Russell T. Cook, personally appeared before the undersigned, a Notary Public in and for said county and state, and with whom I am personally acquainted or proved to me to 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 this 14th day of March, 2017.

Notary Public

My Commission Expires: 10/20/20

ERIN STEVENSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON
My Comm. Expires
October 20, 2020