Karen Johnson Davidson County
Batch# 302498 AFFIDAVIT
10/17/2019 03:29:11 PM 3 pgs
Fees: $17.00 Taxes: $0.00
20191017-0106690

This Instrument Was Prepared By:
Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219

SCRIVENER'S AFFIDAVIT

This Scrivener's Affidavit relates to a Quitclaim Deed from Jane M. Pomeroy, Executrix of the Estate of Dave Glenn Pomeroy, Sr., to Nashville OZ Propco II, LLC, a Delaware limited liability company, dated June 14, 2019, which was recorded on June 17, 2019, as Instrument No. 20190617-0057724, at the Register's Office for Davidson County, Tennessee, conveying certain real property and improvements located at 922 and 0 5th Avenue South, Nashville, Tennessee 37203 (the "Quitclaim Deed").

The undersigned, Chris Raybeck, Esq., being duly sworn, deposes and says that:

1. I am an attorney licensed to practice law in the State of Tennessee.

2. I prepared the Quitclaim Deed.

3. At the time of filing, through an inadvertent error, the derivation clause was omitted from the legal description located at *Exhibit A Description of Property*.

4. The Quitclaim Deed is hereby corrected and amended by adding the following derivation clause at the end of the last sentence of the legal description:

> Being part of the same property conveyed to (i) GRAPHIC PROCESS, INC., by Installment Deed from ANDREW J. WEHBY and CHARLES T. WEHBY, of record in book 5577, page 591, dated March 11, 1980, said Register's Office. GRAPHIC PROCESS, INC., further conveyed said property to DAVE G. POMEROY and JAMES O. JACKSON, as tenants in common, by deed of record in book 6759, page 215, dated January 9, 1986, said Register's Office. JAMES O. JACKSON and wife, JERRY I. JACKSON conveyed their interest to DAVE G. POMEROY by Quitclaim Deed of record in Book 7975, page 879, dated OCTOBER 26, 1989, said Register's Office. DAVE G. POMEROY died testate on or about September 7, 2015. Pursuant to the terms of the will of record in Docket No. 15P1551 in the Seventh Circuit Court for Davidson County, Tennessee, said property is to be treated as part of the probate estate. Pursuant to the Agreed Order Approving Contract For Sale & Purchase dated November 30, 2018 of record in Docket No. 15P1551 in the Seventh Circuit Court for Davidson County, Tennessee, JANE POMEROY, EXECUTRIX has been authorized to sell and convey said property; and (ii) GRAPHIC PROCESS, INC., by Installment Deed from ANDREW J. WEHBY and CHARLES T. WEHBY, of record in book 5577, page 588, dated March 11, 1980, said Register's Office.

GRAPHIC PROCESS, INC., further conveyed said property to DAVE G. POMEROY and JAMES O. JACKSON, as tenants in common, by deed of record in book 6759, page 215, dated January 9, 1986, said Register's Office. JAMES O. JACKSON and wife, JERRY I. JACKSON conveyed their interest to DAVE G. POMEROY by Quitclaim Deed of record in Book 7975, page 879, dated OCTOBER 26, 1989, said Register's Office. DAVE G. POMEROY died testate on or about September 7, 2015. Pursuant to the terms of the will of record in Docket No. 15P1551 in the Seventh Circuit Court for Davidson County, Tennessee, said property is to be treated as part of the probate estate. Pursuant to the Agreed Order Approving Contract For Sale & Purchase dated November 30, 2018 of record in Docket No. 15P1551 in the Seventh Circuit Court for Davidson County, Tennessee, JANE POMEROY, EXECUTRIZ has been authorized to sell and convey said property. Further, being the same property conveyed to Nashville OZ Propco II, LLC, a Delaware limited liability company by Jane M. Pomeroy, Executrix of the Estate of Dave Glenn Pomeroy, Sr., by Warranty Deed dated June 14, 2019, of record as Instrument No. 20190617-0057724, with the Davidson County Register of Deeds Office.

5. This instrument was prepared from information provided to the preparer without the benefit of a title examination. The preparer makes no warranties as to the status of title.

FURTHER AFFIANT SAYS NOT.

Chris Raybeck

[Notary Block Follows on Next Page]

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Sherryl L. Sanders, a Notary Public of this county, Chris Raybeck, 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 within instrument for the purposes therein contained.

WITNESS my hand, at office this 17th day of October, 2019.

Sherryl L. Sanders
NOTARY PUBLIC

My Commission Expires: July 5, 2021

