ADDRESS NEW OWNER:
ATP Investments, LLC
5215 Harding Pike
Nashville, TN 37205

SEND TAX BILLS TO:
same

MAP/PARCEL NO:
09310021500
09310021400

Karen Johnson Davidson County
Batch# 929463 DEEDWARRSP
10/14/2022 07:54:30 AM 7 pgs
Fees: $37.00 Taxes: $0.00
20221014-0112545

DEED OF CORRECTION

WHEREAS, by Special Warranty Deed of record as Instrument No. 20181120-0114104 (the "Original Deed") dated November 19, 2018 (the "Conveyance Date"), the undersigned Grantor conveyed all of Lot-Parcel 09310021500 and a portion of Lot-Parcel 09310021400, in Davidson County, Tennessee to ATP Investments, LLC ("Grantee");

WHEREAS, it was the intent of the parties that the entirety of Lot-Parcel 09310021400 be conveyed to Grantee as of the Conveyance Date, rather than just a portion thereof;

WHEREAS, the undersigned Grantors are executing this Deed of Correction in order to correct the error in the Original Deed by conveying the remaining portion of Lot-Parcel 09310021400 to Grantee as of the Conveyance Date.

NOW, THEREFORE, for in the consideration of ten dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged we, **CAROL F. MCDONALD**, individually, and **JOHN M. MCDONALD, AS TRUSTEE OF THE CFM INVESTMENT TRUST, DATED NOVEMBER 23, 2016,** hereinafter referred to collectively as Grantor, have bargained and sold, and by these presents do transfer and convey unto the said, **ATP INVESTMENTS, LLC**, a Tennessee limited liability company, hereinafter referred to as Grantee, its heirs and assigns, all of their right, title and interest in and to that certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to-wit:

SEE EXHIBIT A

This is improved property known as: 536 Lafayette St., Nashville, TN 37203

TO HAVE AND TO HOLD the said tract of parcel of land with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its heirs and assigns, forever.

The Grantor does covenant with the said Grantee that, as of the date of the Conveyance Date, the Grantor was lawfully seized and possessed of said tract and parcel of land in fee simple, and had a good right to convey same.

The Grantor does further covenant and bind itself and its representatives to warrant and forever defend the title to the said tract or parcel of land to the said Grantee and Grantee's heirs and assigns against the lawful claims of all persons claiming by or through Grantor, but not further or otherwise.

The Grantee hereby agrees to indemnify the Grantors to the fullest extent permitted by law against any and all Expenses and Liabilities.

For purposes of the preceding sentence, the following terms shall have the following meanings:

An "Indemnification Event" means any threatened, pending, current or completed action, suit, proceeding or alternative dispute resolution mechanism or any appeal therefrom, or any inquiry, investigation or inspection, brought by or in the right of any party, whether civil, criminal, administrative, investigative or otherwise in relation to which a Grantor becomes a party, witness or other participant, or is threatened to be made a party, witness or other participant by reason of (or arising in part out of) the Grantor's status as owner or a deemed owner of all or any portion of either Lot-Parcel 09310021500 or Lot-Parcel 09310021400 during the period following on the Conveyance Date.

"Expenses" means any and all expenses (including legal fees), costs, and obligations paid or incurred by a Grantor in connection with any Indemnification Event and any federal, state, local or foreign taxes imposed on the Grantor as a result of the actual or deemed ownership of the aforesaid parcels.

"Liabilities" means any and all damages, judgments, awards, fines, penalties, lodgments, amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such judgements, awards, fines, penalties or amounts paid in settlement), given or made against or incurred by a Grantor in connection with any Indemnification Event.

Witness our hands this 13th day of October, 2022.

GRANTOR:

Carol F. McDonald

Carol F. McDonald

John M. McDonald

John M. McDonald, as Trustee of the CFM Investment Trust, dated November 23, 2016

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Carol F. McDonald, individually, and John M. McDonald, as Trustee of the CFM Investment Trust, dated November 23, 2016**, the within-named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Office, this 13th day of October, 2022.

Mercedes Baker
Notary Public

My Commission Expires: 07/06/2026

MERCEDES NICOLE BAKER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMM. EXPIRES: 07/06/2026

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or true value of this transfer at the Effective Date was $2,000,000.00, the applicable taxes on said amount having been already paid at Instrument No. 20181120-0114104.

John M McDonald
Affiant

Sworn to and subscribed before me,
THIS 13th DAY OF OCTOBER, 2022.

PREPARED BY:
Paul F. Soper, Esq.
2323 21st Ave., Ste. 502
Nashville, TN 37212
615-712-6036

Exhibit A

Legal Description

Tract 1; Parcel 1:

COMMENCING AT A POINT WHICH IS THE SOUTHEASTERLY CORNER OF HIGH STREET (NOW 6TH AVENUE SOUTH) AND LEE AVENUE, AND RUNNING THENCE EASTWARDLY LONG THE SOUTHERLY MARGIN OF LEE AVENUE, ONE HUNDRED SIX (106) FEET, MORE OR LESS, TO A POINT, WHICH IS THE INTERSECTION OF SAID LEE AVENUE MARGIN WITH A LINE TEN (10) FEET DISTANT FROM, WEST OF AND PARALLEL WITH THE WESTERN FENCE OF MY FRAME COTTAGE YARD, THENCE SOUTHWARD TEN (10) FEET ALONG SAID LAST MENTIONED LINE, TEN (10) FEET AWAY FROM MY FENCE TO A POINT WHICH IS TEN (10) FEET WESTWARD FROM SAID FENCE AND TEN FEET SOUTHWARD FROM SAID MARGIN OF LEE AVENUE, THENCE WESTWARD EIGHTY-FOUR (84) FEET, MORE OR LESS, TO A POINT IN THE EASTERN BOUNDARY LINE OF SOUTH HIGH STREET, EXACTLY SIXTY-SEVEN (67) FEET FROM THE SOUTHEASTERN CORNER OF LEE AVENUE AND HIGH STREET, THENCE NORTHWARD ALONG THE EASTERN MARGIN OF SOUTH HIGH STREET SIXTY-SEVEN (67) FEET TO THE INTERSECTION OF THIS SOUTH HIGH STREET MARGIN WITH THE SOUTHERLY MARGIN OF LEE AVENUE, THE BEGINNING POINT; THE ABOVE DESCRIBED PLAT OF GROUND IS COMPOSED OF A PORTION OF THAT PURCHASED BY ME FROM GEORGE W. HALE AS RECORDED IN BOOK 230, PAGE 208 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND A PORTION OF THAT BOUGHT BY ME FROM THOMAS S. WEAVER, CLERK AND MASTER, AND RECORDED IN BOOK 232, PAGE 417, SAID REGISTER'S OFFICE.

Tract 1; Parcel 2:

BEGINNING AT A POINT ON THE NORTHEASTERLY MARGIN OF SOUTH HIGH STREET, NOW 6TH AVENUE, WHICH POINT IS 67 FEET SOUTHWARD FROM THE SOUTHEAST CORNER OF SOUTH HIGH STREET AND LEE AVENUE AND THIS POINT IS THE SOUTHERLY CORNER OF THE PROPERTY CONVEYED BY ME TO MRS. FANNIE NEWWORTH BY DEED RECORDED IN BOOK 305, PAGE 204 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, RUNNING THENCE SOUTHEASTWARD WITH THE EASTWARD LINE OF OR MARGIN OF SOUTH HIGH STREET EIGHTY (80) FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY LINE OF LOT NO. ONE IN A.V.S LINDSLEY SUBDIVISION OF LOT 130 EWING AND WETMORE PLAN, THENCE EASTWARD ALONG THIS BOUNDARY LINE OF SAID LOT ONE HUNDRED FIVE (105) FEET, MORE OR LESS, TO AN ALLEY; THENCE NORTHWARD ALONG THE MARGIN OF THIS ALLEY SIXTY-EIGHT (68) FEET MORE OR LESS TO THE SOUTHERLY MARGIN OF LEE AVE.; THENCE WESTWARD ALONG THIS MARGIN OF LEE AVENUE FORTY-FIVE AND ONE HALF (45.5) FEE, MORE OR LESS, TO THE NORTHEASTWARD CORNER OF THE ABOVE-MENTIONED FANNIE NEWWORTH LOT; THENCE SOUTHWARD TEN (10) FEET ALONG HER SAID LOT;

TJHENCE SOUTHWARD ALONG THE BOUNDARY LINE OF HER SAID LOT EIGHTY-FOUR AND THREE TENTHS (84.3) FEET MORE OR LESS TO THE BEGINNING.

TRACT 1 BEING PART OF THE SAME PROPERTY CONVEYED TO JOHN M. MCDONALD, AS TRUSTEE OF THE CFM INVESTMENT TRUST, DTD NOVEMBER 23, 2016, BY DEED FROM S.C. MCDONALD, JR. OF RECORD IN INSTRUMENT NO. 201611230123960 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Tract 2:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NO. 1 IN A.V.S. LINDSLEY'S SUBDIVISION OF LOT NO. 130 OF BARROW GROVE PLAN, OF RECORD IN BOOK 84, PAGE 249, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID PART OF LOT IS ALSO KNOWN AS PARCEL NO. 35 STATE HIGHWAY PLAN, PROJECT NO. S.N. 56-D(1) 1941 IN THE ENGINEER'S OFFICE FOR THE CITY OF NASHVILLE, TENNESSEE.

BEGINNING AT A POINT ON THE NORTH MARGIN OF LAFAYETTE STREET, BEING THE POINT WHERE THE WEST LINE OF SAID LOT STRIKES LAFAYETTE STREET; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERN MARGIN OF SAID LAFAYETTE STREET 54 FEET, MORE OR LESS, TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION 17 FEET, MORE OR LESS, TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION 44 FEET, MORE OR LESS, TO A POINT; THENCE IN A SOUTHERLY DIRECTION 63 FETT, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT 2 BEING THE SAME PROPERTY CONVEYED TO JOHN M. MCDONALD, AS TRUSTEE OF THE CFM INVESTMENT TRUST, DTD NOVEMBER 23, 2016, BY DEED FROM S.C. MCDONALD, JR. AND WIFE, CAROL F. MCDONALD, OF RECORD IN INSTRUMENT NO. 201611230123959 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Tract 3:

BEING LOT NO. 3 AND THE WEST 2 FEET OF LOT NO. 4 IN LINDSLEY SUBDIVISION OF LOT NO. 130 OF BARROW GROVE AS OF RECORD IN BOOK 84 PAGE 249, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED ACCORDING TO A SURVEY BY HARVEY GEE, JEN 29, 1948, NOT OF RECORD AS FOLLOWS:

SAID LOT NO. 3 AND PART OF LOT NO. 4 FRONT TOGETHER 39.5 FEET ON THE SOUTHERLY SIDE OF LEA AVENUE, AND RUN BACK 99.7 FEET ON THE WESTERLY LINE TO A POINT; THENCE IN AN EASTERLY DIRECTION ALONG THE BORDER LINE BETWEEN LOTS 129 AND 130 OF BARROW GROVE, AS OF RECORD IN BOOK 84, PAGE 249, R.O.D.C., TENNESSEE, 39.5 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION, PARALLEL TO THE OLD LINE BETWEEN LOTS 3 AND 4, 77.5 FEET TO LEA AVENUE; THENCE WESTERLY ALONG THE SOUTH MARGIN OF LEA AVENUE, 39.5 FEET TO THE POINT OF BEGINNING.

INCLUDED IN THE ABOVE DESCRIPTION OF TRACT NO. 4 BUT EXCLUDED FROM THIS CONVEYANCE IS THE FOLLOWING DESCRIBED PROPERTY:

PART OF LOTS NOS. 3 AND 4 IN THE LINDSLEY'S SUBDIVISION OF LOT NO. 130 ON PLAN OF BARROW GROVE AS OF RECORD IN BOOK 84, PAGE 249, REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE.

BEGINNING AT A POINT IN THE SOUTH LINE OF LEA AVENUE 2.0 FEET EAST OF THE LINE BETWEEN SAID LOTS NO. 3 AND 4 AS SHOWN ON UNRECORDED PLAT MADE BY HARVEY GEE, SURVEYOR, ON DECEMBER 30, 1952 (SAID POINT BEING 58.0 FEET WEST OF WEST LINE OF ALLEY BETWEEN 5TH AND 6TH AVENUES), RUNNING THENCE IN A SOUTHEASTERLY DIRECTION PARALLEL TO SAID LINE BETWEEN LOTS NOS. 3 AND 4, 77.8 FEET TO THE NORTH LINE OF LOT NO. 129 IN PLAN OF BARROW GROVE AS OF RECORD IN BOOK "S", PAGE 697, REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE, SAID POINT BEING 69.0 FEET WEST OF WEST LINE ABOVE MENTIONED ALLEY, MEASURED ALONG SAID NORTH LINE OF SAID LOT NO. 129; THENCE SOUTHEASTERLY ALONG SAID LOT LINE 5.35 FEET TO A POINT MARKED BY AN IRON PIN (SAID POINT BEING 45.45 FEET EASTWARDLY FROM POINT OF INTERSECTION OF NORTH LINE OF LOT NO. 129 WITH NORTHERLY LINE OF LAFAYETTE STREET); RUNNING THENCE NORTHWARDLY AT AN ANGLE OF 50 DEG. 06 MIN., MADE WITH SAID LOT LINE 6.75 FEET TO POINT MARKED BY AN IRON PIN; THENCE NORTHWESTWARDLY TO AN ANGLE OF 24 DEG. 30 MIN. MADE TO THE LEFT, 73.2 FEET TO THE SOUTH LINE OF LEA AVENUE TO A POINT MARKED BY AN IRON PIN, SAME BEING 59.0 FEET WEST OF THE WEST LINE OF ABOVE NOTED ALLEY; THENCE EASTWARDLY ALONG SAID SOUTH LINE OF THE LAND CONVEYED TO GEORGE E. COX BY DEED OF RECORD IN BOOK 2027, PAGE 89, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE.

TRACT 3 BEING PART OF THE PROPERTY CONVEYED TO MRS. CAROL F. MCDONALD, TRUSTEE BY DEED FROM DANNY NEIL ALLEN, DEE ALLEN SUMMERS AND HUSBAND JAMES WOODROW SUMMERS, AND RICHARD DEAN ALLEN, DATED OCTOBER 15, 1985, AND OF RECORD AT BOOK 6684, PAGE 935 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE SAID CAROL F. MCDONALD TOOK TITLE TO SUCH PROPERTY INDIVIDUALLY AS THERE WAS NOT AN APPLICABLE TRUST IN EXISTENCE AT THE TIME OF THE CONVEYANCE MADE BY SUCH DEED.

Tennessee Certification of Electronic Document

I, Paul Soper, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 10/13/22 (date of document).

Affiant Signature

10/13/22
Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 13th day of October, 2022.

Melissa D. Harris
Notary's Signature

MY COMMISSION EXPIRES: 11/08/2022

NOTARY'S SEAL

MELISSA D. HARRIS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 2022