

THIS DEED OF CORRECTION and CORRECTED DEED OF PARTIAL RELEASE, Made this 9th day of November, 1968, by and between WILLIAM B. C. HERNDON and BERTIE A. HERNDON, husband and wife, parties of the first part, hereinafter designated as the Grantors, JAMES JACKSON, party of the second part, hereinafter designated as the Grantee, E. K. PHILLIPS and H. G. FOWLER, Trustees, parties of the third part, and NEWPORT NEWS SAVINGS & LOAN ASSOCIATION, noteholder, party of the fourth part;

WHEREAS, by deed and deed of partial release dated May 9, 1966, and of record in James City County Deed Book 106, page 494, the Grantors herein conveyed to the Grantee herein certain property therein described; and,

WHEREAS, the parties of the third and fourth parts herein joined in the aforementioned deed and deed of partial release for the purpose of releasing the property thereby conveyed from the lien of a certain deed of trust; and,

WHEREAS, it has been discovered that the description contained in the aforementioned deed and deed of partial release is incorrect; and,

WHEREAS, all parties thereto desire to correct said description;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the Grantee to the Grantors, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Grantors do hereby GRANT, BARGAIN and SELL, and CONVEY, with GENERAL WARRANTY, unto the Grantee the following described property, to-wit:

All that certain lot, piece or parcel of land lying, being and situate in Berkeley District (formerly Jamestown District), James City County, Virginia, and more particularly bounded and described as follows:

Beginning at an iron pipe in the Southeast corner of the lot hereby conveyed, said lot also being the westerly one half portion of Lot #2 as shown on a plat of record in James City County Deed Book 77, at page 60; thence S 55° 30' W the distance of 51.055 feet to an iron pipe; thence N 34° 30' W the distance of 213.30 feet to an iron pipe; thence N 55° 30' E the distance of 51.055 feet to a point; thence S 34° 30' E the distance of 213.30 feet to the point of beginning. Said property is bounded on the North by the land of Parthena Wilson, on the East by the land of George A. Jackson, et ux, on the South by the land of Cora Jenkins, and on the West by the land of W. B. C. Herndon, et ux.

Together with an easement for the use of the Grantee, James Jackson, for ingress and egress to and from said lot herein

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jsy

Original mailed or delivered to Carneal, Smith & Athey,
Attorneys, City, 2-20-69.

Juliette C. Clothier, Clerk

described to U. S. Highway #60. This conveyance is also made subject to said easement which is also for the use and benefit of other property owners in the vicinity. Said easement is shown on a Plat of record in James City County Deed Book 77, page 60, and is described as a 12 foot right of way along the southern boundary of the property hereby conveyed and with that now or formerly of Cora Jenkins, and being a portion of the same property as that conveyed to William B. C. Herndon, et ux, by deed dated Nov. 27, 1929, and recorded in James City County Deed Book 25, at page 477.

TO HAVE AND TO HOLD the said property unto and by the said James Jackson forever in fee simple.

The said Grantors covenant that they have the right to convey the said property to the Grantee; that they have done no act to encumber the same; that the said Grantee shall have quiet possession of the said property, free from all encumbrances; and that they, the said Grantors, will execute such further assurances of the said property as may be requisite.

THIS DEED FURTHER WITNESSETH: That for and in consideration of the premises and the further sum of Ten Dollars (\$10.00) paid by the parties of the first part to the party of the fourth part, the receipt whereof is hereby acknowledged, the parties of the third part, by and with the consent of the party of the fourth part, as is evidenced by said party of the fourth part joining in the execution of this instrument, do hereby release from the lien of that certain deed of trust dated the _____ day of _____, 19____, and recorded in James City County Deed Book 80, page 9, the above described parcel of real property. The said parties of the third part do hereby convey unto the party of the second part all of their right, title and interest in and to the above described real property; provided, however, that the lien of said deed of trust is not hereby released as to any real property described in said deed of trust other than the parcel hereinabove described, and the lien of said deed of trust shall remain in full force and effect as to all of said land other than that herein described.

The party of the fourth part, as holder of the note secured by the aforesaid deed of trust, joins in the execution of this instrument to signify its consent to the Trustees, parties of the third part herein, executing this