40-A

This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
201 Fourth Avenue, N. Suite 1900
Nashville Tennessee 37219

Davidson County DEEDWARR
Recvd: 06/30/04 16:05 2pgs
Fees:13.00 Taxes:444.00
20040630-0078099

ADDRESS NEW OWNER:

Gibson Properties
201 Fourth Avenue, North,
Suite 1900
Nashville, TN 37219

SEND TAX BILL:

New Owner

MAP AND PARCEL:
MAP 104-1
PARCELS 43 AND 44

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **James E. Johnson and wife, Mary Alice Johnson**, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Gibson Properties, a Tennessee general partnership**, ("Grantee"), their heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

> Land in Davidson County, Tennessee, being Lots Nos. 32 and 33 of Block 27 on the map showing the Subdivision of the Plummer Place as of record in Book 161, page 39, Register's Office for said County, said lots adjoin and front together 100 feet on the westerly side of 38th Avenue North and extend westwardly between parallel lines 150 feet, more or less, to an alley.
>
> Being the same property conveyed to James E. Johnson and wife, Mary Alice Johnson by deed from Andrew J. McEwen and wife, Ethel M. McEwen of record in 3401, page 200, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to the real estate taxes for the current year, which have been prorated and assumed by Grantee, and such limitations and restrictions and easements as may affect the premises.

This is improved property known as 203 and 205 Chamberlin Street, Nashville, TN 37209.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, their heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that they are lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind themselves, their heirs, assigns and representatives, to warrant

and forever defend the title to the Property to Grantee, their heirs, successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 30th day of June, 2004.

James E. Johnson

Mary Alice Johnson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared James E. Johnson and wife, Mary Alice Johnson, 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 foregoing instrument for the purposes contained therein.

Witness my hand and official seal this 30th day of June, 2004.

Notary Public

My Commission Expires: 11/27/04

ELAINE PHELPS
Notary Public At Large
DAVIDSON COUNTY, TENN.
My Commission Expires November 27, 2004

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $120,000.00.

AFFIANT

Subscribed and sworn to before me
this 30th day of June, 2004.

NOTARY PUBLIC

My Commission Expires: 11/27/04

ELAINE PHELPS
Notary Public At Large
DAVIDSON COUNTY, TENN.
My Commission Expires November 27, 2004